Submitted 1-.69.0
Mohun & Judge Davis
dissented
Mohun
Jany 24 — 11 granted

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES

No. 851.

ELIZA W. WARFIELD, PLAINTIFF IN ERROR,

vs.

JOHN CHAFFE AND CHARLES CHAFFE.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

FILED NOVEMBER 24, 1875.

SUPREME COURT OF THE UNITED STATES.

No. 851.

ELIZA W. WARFIELD, PLAINTIFF IN ERROR,

vs.

JOHN CHAFFE AND CHARLES CHAFFE.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

INDEX.

	Original.	Print.
Petition	1	1
Summons	4	2
Judgment by default	6	2
Petition of intervention	6	2
Answer	9	3
Answer to petition of intervention	13	5
Answer to rule	15	5
Interrogatories	20	7
Commission	26	8
Testimony of John Chaffe	29	9
John W. Glenn	33	10
W. H. Chaffe	36	11
Charles Chaffe	38	12
Bond	295	116
Bond	297	117
Opinion supreme court	299	118
Petition for rehearing	304	119
Writ of error	318	123
Bond	320	124
Writ of error	322	124
Citation	324	125
Citation	325	125
Petition for writ of error	326	126
Clerk's certificate	329	126

1 To the honorable the judge of the 14th judicial district court in and for the parish of Ouachita, State of Louisiana:

The petition of John Chaffe and of Charles Chaffe, of the parish of Orleans, late commercial partners, trading and doing business under the firm-name and style of John Chaffe and Brother, now settling and liquidating their old business as their own liquidators, with respect shows that Mrs. Eliza W. Warfield, of your said parish, is legally and justly indebted to them in the sum of five thousand dollars, with interest at the rate of eight per cent. per annum from the third day of May, eighteen hundred and sixty-seven, till paid, subject to a deduction of twenty-three hundred and twenty-seven and $\frac{93}{100}$ dollars, to take effect on the 3rd February, 1872: for this, on the 3rd of May, 1867, the said Mrs. Eliza W. Warfield made, signed, and executed her certain promissory , payable on the 3d of May, 1872, or five years after date, with eight per cent. interest thereon, from date till paid; which note was endorsed in
2 blank by the payee, W. J. Q. Baker, and passed to your petitioners long before its maturity, for a valuable consideration; which note is annexed and made part hereof.

They further show that for the payment of said note there exists a vender's privilege on a lot of steam-machinery, and the right of use and of way to and over a certain tract of land, all which is fully described and detailed in the act of sale hereto annexed and made a part hereof, marked "One."

They aver that the gin-house described in said act has been burned, but that the machinery is still there on the land.

They aver that the balance of said note, as stated above, is still due to them, notwithstanding amicable demand has been made for payment thereof.

Wherefore they pray that you cause the said Mrs. Eliza W. Warfield to be duly cited to answer hereto, and, upon a trial hereof, that they have judgment against her for the sum of five thousand dollars, with
3 eight per cent. interest thereon since the 3d of May, 1867, till paid, less $2,327.93 deducted from said note, Feb'y 3, 1872, and costs of this suit and three dollars and $\frac{50}{100}$, costs of copy, and fifteen dollars, costs of stamping. They also pray that the vender's privilege be allowed, recognized, and enforced on all the steam-machinery and tackle belonging thereto; also the right of use and of way on the land described in the act, marked "One," hereto annexed. They pray for general relief.

MORRISON & FARMER, *Attys.*

Note.

$5,000.00 | MONROE, LA., *May 3d*, 1867.

Five years after date, I promise to pay to the order of W. J. Q. Baker five thousand dollars, for value received, with eight per cent. per annum interest from date. Said interest payable annually.

ELIZA W. WARFIELD.

(Across the face:) Ne varietur, June 3d, 1867.

CHARLES DELERY, *Recorder.*

4 Original act duly stamped and cancelled by collector of 3d district of Louisiana this 3d day of September, 1872.

F. A. HALL,
D'y Recorder.

(Endorsed:) W. J. Q. BAKER.

REC. 851—1

Received, New Orleans, February 3d, 1872, from W. J. Q. Baker, twenty-three hundred and twenty-seven & $\frac{93}{100}$ dollars on the within note.

J. CHAFFE & BRO.

State of Louisiana, parish of Ouachita, 14 district court.

JOHN CHAFFE AND CHARLES CHAFFE
vs.
MRS. ELIZA W. WARFIELD. } 1020.

To Eliza W. Warfield, of the parish of Ouachita:

You are hereby summoned to attend at the clerk's office in the town of Monroe, and comply with the prayer of the annexed petition,
5 or file your answer thereto in writing in the office of the clerk of the 14th judicial district court in and for the parish of Ouachita within ten days after the service hereof.

Witness the Hon. Robert Ray, judge of the said court, this 4 day of September, A. D. 1872.

WM. ATKINS, *D'y Clerk.*

Received in office on the 4 Sept., 1872, and on the 6th September, 1872, I served a certified copy of the within citation, together with a certified copy of the petition, on Mrs. E. W. Warfield in person, by handing same to her in town of Monroe.

SAML. S. TATUM, *D'y Sheriff.*

Costs, $2.00.

MONDAY, 16*th Sept.*, 1872.

Court opened pursuant to adjournment. Present, Hon. Robert Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & BROTHER
vs.
6 MRS. E. W. WARFIELD. } 1020.

Judgment by default, defendant having failed to appear.

THURSDAY, 19*th Sept.*, 1872.

Court opened pursuant to adjournment. Present, Robt. Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD. } 1020.

Petition of intervention of W. J. Q. Baker filed.
Answer of Mrs. E. W. Warfield filed.

To the honorable the judge of the 14 judicial district court, in and for the parish of Ouachita, in the State of Louisiana:

The petition of Wesley J. Q. Baker, a resident of your said parish and State, with respect, shows that there is a suit pending in
7 your honorable court entitled "John Chaffe and Brother vs. Eliza W. Warfield," No. 1020 on the docket, in which the said plaintiff'

sue on a note made by the said Eliza W. Warfield, dated May 3, 1867, at Monroe, Louisiana, due five years after date, payable to the order of W. J. Q. Baker, your petitioner, or order, for the sum of five thousand dollars, with eight per cent. per annum interest from date, said interest payable annually; on the back of which is written the name of your petitioner.

Your petitioner alleges that the said note is not the property of said John Chaffe & Brother, nor never was.

Your petitioner alleges that the allegation in the plaintiff's petition that the note passed to them long before maturity for a valuable consideration is untrue. He avers that the allegation that the note is subject to a credit of $2,327.93, to take effect on the 3 day of February, 1872, is also untrue. He further alleges that said note is the property of your petitioner; that on the 27th day of January, 1868, your petitioner
8 left the said note in the hands of the plaintiff, under a written agreement as follows, being an extract from their counter-letter:

"Received from W. J. Q. Baker (among others) a note made by Eliza W. Warfield, dated May 3d, 1867, for five thousand dollars, due and payable five years after date, bearing eight per cent. per annum interest, and said interest payable annually, which note we hold as collateral security for the indebtedness of Mrs. N. J. Willson, which indebtedness was contracted by the said W. J. Q. Baker.

(Signed) "JOHN CHAFFE & BROTHER."

All of which will be proven on the trial.

Petitioner alleges that the indebtedness of Mrs. N. J. Willson to said Chaffe and Brother never was fixed; that it was an open account as between factor and planter for the year 1867; that supplies were furnished on the one hand and shipments of cotton on the other, and no balance was ever liquidated; that the same is extinguished by
9 the bankruptcy of the said Mrs. N. J. Willson and by the prescription of three and five years as to all manner of obligations between them for the year 1867 or any other time.

That the said Chaffe and Brother never took any steps to secure the debt or keep it alive, and made no effort to protect the surety.

Wherefore he prays to be allowed to intervene in this suit, and that on a final hearing he be declared to be the owner of the said note and that it be delivered to him, and that the suit of the plaintiff be dismissed at their costs, and for general relief in the premises.

W. J. Q. BAKER, *P. P.*

14 district court, parish of Ouachita.

JOHN CHAFFE & BROTHER
vs.
E. W. WARFIELD. } 1020.

The defendant in this case, or answer to plaintiffs' demand, denies all the allegations in plaintiffs' petition contained, and will require
10 strict and legal proofs of the same. She denies that the plaintiffs own the note sued on, or that it came into their hands before maturity, for a valuable consideration, without notice.

She denies that there was any revenue stamps on the said note when it went into their hands.

She denies that they had authority to put stamps on it.

She denies that the note is secured by mortgage or vendor's privilege.

She avers that she has always been informed by the payee that the

note was placed in the hands of the plaintiffs in its condition without stamps, as collateral, and not to be the property of plaintiffs.

That she is informed and has had notice that the debt to secure which her note, with others, was deposited with plaintiffs in its incomplete state was never ascertained, and is extinguished by bankruptcy, and by the prescription of one, three, and five years; therefore a payment
11 to plaintiff would not protect her. Wherefore she prays to be hence dismissed at plaintiffs' cost, and for general relief.

W. J. Q. BAKER, *Atty.*

THURSDAY, 25*th March*, 1873.

Court opened pursuant to adjournment. Present, Robert Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs. } 1020.
MRS. E. W. WARFIELD.

Application filed by plaintiffs for a rule on defendants to show cause why the testimony of John Chaffe, Charles Chaffe, William H. Chaffe, and Dr. John H. Glenn, taken by commission and filed on 22 March, 1873, should not be read on the trial of this cause.

Rule granted and ordered that defendants show cause, if any they have, on or before 31 March, 1873; further ordered, that said rule be served.

12 14th judicial district court, parish of Ouachita

JOHN CHAFFE & CHARLES CHAFFE
vs. } 1020.
MRS. E. W. WARFIELD.

The plaintiffs in the above case aver that they have caused the testimony of John Chaffe, Charles Chaffe, William H. Chaffe, and Doctor John W. Glenn to be taken by commission and filed in this court on the 22 day of March, 1873.

Wherefore they pray for a rule on defendant and intervenior to show cause, if any they have, on a day to be fixed by the court, why said testimony, as taken and filed in the case, should not be read on the trial. They also pray for general relief.

MORRISON & FARMER, *Attys.*

Received 25th , 1873, and on the 28th March, 1873, made
13 service of a certified copy of the within & certified copy of extract from the minutes on Mrs. E. W. Warfield, in person, in city of Monroe.

B. H. DINKGRAVE, *Sheriff.*

FRIDAY, *March 28th*, 1873.

Court opened pursuant to adjournment.

Present, Hon. Robert Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs. } 1020.
MRS. E. W. WARFIELD.

Answer of plaintiffs to intervention filed.

14th judicial dist. court.

JOHN CHAFFE & CHARLES CHAFFE
vs.
14 MRS. E. W. WARFIELD, BAKER, INTERvenor. } 1020.

In answer to petition of intervention, plaintiffs deny each and every allegation made by the intervenor which contradicts or in any manner contravenes their (plaintiffs') allegation as made in their petition. Wherefore they pray the intervention be dismissed at intervenor's costs. They also pray for general relief.

MORRISON & FARMER,
Attys. for Plffs.

Court opened pursuant to adjournment.
Present, Hon. Robt. Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD. } 1020.

Answer to rule taken to show cause why testimony taken by commissioners should not be used in evidence, filed in behalf of defendant and intervenor.

15 14th dist. court, Ouachita.

JOHN CHAFFE & BROTHER
vs.
E. W. WARFIELD, W. J. Q. BAKER, INTERvenor. }

The defendant and intervenor in this case, upon whom a rule to show cause why the testimony of John Chaffe, Charles Chaffe, William H. Chaffe, and Dr. John W. Glenn should not be used as evidence on the trial, reserve all the objections stated heretofore, and now reserve all legal objections to the competency and admissibility of the testimony to be urged when the testimony is offerred, and now confine themselves to the objections founded on the irregularities in the execution of the commission. The answer of John Chaffe to the third direct interrogatory is objected to. It is not the best evidence. There is written evidence as to the matter al'uded to which the parties fail to produce. The
16 answer of the same witness as to the 5th direct interrogatory is objected to as not responsive to the question and as serving to bind Baker as security for Mrs. N. J. Willson. The answer of the same witness as to the 6th direct interrogatory is objected to as an attempt to hold collaterals without showing a principal debt.

The answer of the same witness is objected to as an attempt to bind Baker as guarantor of a debt prescribed, and not his own. The answer to the 1st cross-interrogatory is objected to a' clearly evasive, seeking to show investigation into their transaction with Mrs. N. J. Willson and to substitute this evidence for what the account should show.

The answers of all the other witnesses to the same interrogatories are each objected to, and the same objections are urged to them as are above urged to the answers *to* the witness John Chaffe. All legal objections

are reserved to the admissibility of the testimony, if these objections are overruled.

17 R. G. COBB, *For Deft.*
W. J. Q. BAKER, *Pro. per.*

TUESDAY, 8*th April*, 1873.

Court opened pursuent to adjournment.
Present, Hon. Robt. Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, INTERVENOR. } 1020.

Rule on defendant and intervenor to show cause why the testimony of John Chaffe, Charles Chaffe, William H. Chaffe, & Dr. John W. Glenn, taken by commission and filed on the 22d March, 1873, should not be read on the trial of this cause, taken up and argued.
Objections contained in the answer to the rule overruled, and the rule made absolute.

18 8TH APRIL, 1873.

Court opened pursuent to adjournment.
Present, Hon. Robt. Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, INTERVENOR. } 1020.

Case fixed, by consent of counsel, for Thursday, the 10th day of April, 1873.

TUESDAY, 10 *March*, 1874.

Court opened pursuent to adjournment.
Present, Hon. Robt. Ray, judge; Julius Ennemoser, clerk; B. H. Dinkgrave, sheriff.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. W. E. WARFIELD, W. J. Q. BAKER, INTERVENOR. } 1020.

19 Case taken up for trial, tried, and taken under advisement.

State of Louisiana, 140 dist. court, parish of Ouachita. Hon. Robt. Ray, judge.

JOHN CHAFFE & CHARLES CHAFFE
vs.
E. W. WARFIELD. } 1020.

TUESDAY, 10*th March*, 1874.

Plaintiff offers in evidence testimony of John Chaffe, Charles Chaffe, Wm. H. Chaffe, & Dr. John W. Glenn, taken by commissioner & filed 22d March, 1873.

D. C., parish of Ouachita.

JOHN CHAFFE & CHARLES CHAFFE
vs. } 1020.
MRS. ELIZA W. WARFIELD.

The plaintiffs in this case aver that Charles Chaffe, John Chaffe, Wm. H. Chaffe, and Dr. John W. Glenn, of the city of New Orleans, are material and competent witnesses in their behalf. They therefore pray, after due and legal proceedings in the premises, that a commission issue, according to law, to any judge or justice of the peace of the parish in and for the parish of Orleans, authorizing and requiring him to take the answers of said witnesses to the following interrogatories; which answers, when legally taken, are to be read in evidence on the trial of this cause in plaintiffs' behalf:

Int. 1. Are you acquainted with John and Charles Chaffe, formerly composing the commercial firm of John Chaffe & Brother? If so, when & where did they carry on their business? When did they dis-
21 solve? What was the nature & character of their business?

Int. 2. Do you know whether Mrs. N. J. Wilson, of the parish of Ouachita, ever had any account with the said John Chaffe & Brother, composed of the above-named members? If yea, state on whose representations and solicitations said account was opened with Mrs. N. J. Wilson.

Int. 3. Was there ever given to the plaintiffs any security for the account of Mrs. Willson? If so, what was the security they received?

Int. 4. Was the account of Mrs. N. J. Willson ever settled? If so, please state in what manner or how it was settled. If you have any copy or statement of the settlement in your possession or under your control, please annex it or a copy thereof.

Int. 5. From whom did the plaintiffs, John Chaffe & Brother, receive security for Mrs. Willson's account, if you say they received any?

Int. 16. If you say the security for Mrs. Willson's account was
22 received from Wesley J. Q. Baker, of the parish of Ouachita, state the date said securities were received, & of what they (the securities) consisted.

Int. 7. Did you or not ever have any settlement or were you present at any settlement between the plaintiffs, or either of them, and W. J. Q. Baker, in relation to the account of Mrs. N. J. Willson and the securities which he (said Baker) had given plffs.? If yea, state with & by whome the said settlement was made. Was it or not made with the full consent of said Baker? Did or not said Baker agree to and approve of the settlement as made up?

Int. 7. Please examine the copy of the note annexed and the endorsement of the credit of $2,327.93, and state how it came to be placed thereon. Was the amount paid Mess. Chaff' & Brother in money? If not in money, was it paid in any other manner? If so, state fully. At whose instance was said credit placed on said note?

Int. 8. State fully all you know in relation to the settlement be-
23 tween plaintiffs and W. J. Q. Baker?

Plaintiffs also pray for general relief.

MORRISON & FARMER, *Attys.*

It is ordered, by reason of the law and the evidence being in favor of

the plaintiffs, that a commission issue as prayed for, returnable on the 22d day of March, A. D. 1873.

Done and signed in chambers this 15th day of March, 1873.

ROBT. RAY,
Judge 14 *Dist.*

14 dist. court, Ouachita.

JOHN CHAFFE & BROTHER
vs.
E. W. WARFIELD, W. J. Q. BAKER, INTERVENOR.

The defendant and intervenor waive service of the interrogatories propounded by plaintiffs, and they object to any evidence in re-
24 gard to *any evidence in regard to* the account of Mrs. N. J. Willson, on the ground that it is res inter alios, and neither the defendant or intervenor have any interest in it. They object to the interrogatories and answers, on the ground that no evidence can be introduced & no trial had as to the note sued on until a settlement is first had between plaintiffs and Mrs. N. J. Willson, before which the plaintiffs cannot proceed to claim or control the collateral. They further object to the testimony as to the consideration under which the note sued on was deposited with the plaintiffs. They further object to the proof of a portion of the account of Mrs. N. J. Willson without producing the whole account; as, if the suit was against Mrs. N. J. Willson, she would have the right to scrutinise the whole account before being called on to
25 answer. Her security are entitled to the same defences that the principal would be entitled to. They further object to any parol testimony; it is not admissible under the pleadings, as an attempt to prove the account and hold the collateral without showing that the principal owed any debt to them. They object to proving by witnesses any liability on the part of the intervenor or defendant to the plaintiffs for the debt of Mrs. N. J. Wilson. They could not be responsible after the marriage of Mrs. N. J. Willson.

If these objections are overruled, they propound the following interrogatories to the plaintiffs:

1. When did you commence to do business with Mrs. N. J. Willson, and when did you cease? Annex to this answer a sworn extract from you' books of all the bills you ever rendered her, and all the
26 articles you furnished to her, and all the drafts you ever paid for her, and all the accounts of sales you made for her.

2. Did Mrs. N. J. Willson ever give you any notes during the time you were doing business with her? If so, state the date of the same, the amount, when payable, and what you did with them. Where are they now? Annex them, if you have them, or sworn copies thereof.

W. J. Q. BAKER,
Intervenor.
R. G. COBB, *Atty.*

The State of Louisiana to any judge or justice of the peace in the city of New Orleans, greeting:

Know ye that, reposing special trust in your fidelity & provident circumspection, we do hereby authorize and require of you to cause to come before you John Chaffe, Charles Chaffe, William H. Chaffe, Dr. John W. Glenn, and you them examine, on their oaths or affirma-
27 tion, touching their knowledge in a certain suit now pending

in the 14 district court in and for the parish of Ouachita, State aforesaid, wherein John Chaffe and Charles Chaffe are plaintiffs, and Mrs. E. W. Warfield is defendant, W. J. Q. Baker intervenor, and their answers to the annexed interrogatories so taken do you certify the same, and inclose and send them to the clerk of said court, at the town of Monroe, in order that the same may be read in evidence on the trial of said cause; also inclose & send this commission on or before the twenty-second day of March, 1873, that being the return-day of this commission.

Witness the honorable Robert Ray, judge of said court, this 15th day of March, 1873.

JULIUS ENNEMOSER,
Clerk of the 14th Judicial District Court,
Parish of Ouachita.

UNITED STATES OF AMERICA,
28 *The State of Louisiana,*
Parish of Orleans, City of New Orleans:

Deposition of witnesses taken and subscribed before me, W. L. Evans, second justice of the peace for the parish of Orleans, in the State of Louisiana, duly elected, sworn, commissioned, & acting as such on the 20th day of March, A. D. eighteen hundred and seventy-three, between the hours of 2 o'clock p. m. and 9 o'clock p. m. of said day, at plaintiff's counting-room, in the city of New Orleans, parish of Orleans, and State of Louisiana, in pursuance of a commission hereto annexed and to be recd. as evidence in a certain cause now pending in the 14th judicial district court, parish of Ouachita, Louisiana, wherein John Chaffe and Charles Chaffe are plaintiffs, and Mrs. E. W. Warfield is defendant, W. J. Q. Baker intervenor.

John Chaffe, Charles Chaffe, Wm. H. Chaffe, & Dr. John W.
29 Glenn, witnesses on the part of the plaintiffs. Witnesses known to me to be of lawful age, being to me at the time and place produced, and being by me first duly sworn according to law to testify the truth, the whole truth, and nothing but the truth in regard to the matters in controversy in the suit aforesaid, did then and there, on their oaths aforesaid, depose and say, and answer as follows, to wit:

JOHN CHAFFE, who being duly sworn, makes answer as follows:

To int. 1. I am, and their business was conducted in New Orleans. They went into liquidation of the business of John Chaff & Brother, September 1, 1871, but have never dissolved, are in business now under the style Jno. Chaffe, Brother & Son, and are doing a commission & factorage business in New Orleans.

30 Int. 2. Yes. Mrs. N. J. Willson had an account with Jno. Chaffe & Brother, composed of Jno. Chaffe and Charles Chaffe, and the arrangement was made for her by W. J. Q. Baker, which arrangement was subsequently approved by Mrs. N. J. Willson in person to me.

Int. 3. Yes; and W. J. Q. Baker gave the firm a note made by John T. Ludeling, as president of the V. S. & T. R. R. Co., ($5.168.08) five thousand one hundred and sixty-eight $\frac{08}{100}$ dolls., and the note here sued on made by Mrs. Eliza W. Warfield.

Int. 4. It was. W. J. Q. Baker, on the 3 February, 1872. A copy of said settlement is hereunto attached, marked No. 3.

W. J. Q. Baker, and he accepted them. The endorsement thereon was made by his request.

Int. 9. The above answers state all I know of the within cause.

38 Cross-int. by defdt. & int.:

Int. 1. John Chaffe & Bro. commenced business for Mrs. N. J. Willson Dec. 8, 1866, and the a/c was closed Feby. 3d, 1872; the a/c sales & invoices were all rendered at their respective dates, & having no demand for duplicates at any time since, suppose they are in the possession of Mrs. N. J. Willson, or W. J. Q. Baker.

Int. 2. She gave Jno. Chaffe & Brother two notes of five thousand dolls. each dated Feby. 27, 1867, due nine & ten months after date, respectively; the notes are charged in her a/c & cancelled.

WM. H. CHAFFE.

Sworn and subscribed before me this 20 day of March, 1873.

W. L. EVANS,
Second Justice Peace, Parish of Orleans.

Plff. C. Chaffe.

CHAS. CHAFFE, who being duly sworn, doth make answers as follows, to—

Int. 1. Yes, they carried on their business in New Orleans, La.;
39 the went into liquidation 31st Aug't, 1871, but never dissolved; they carried on the business of general commission and factorage business.

Int. 2. I only know of her a/c through the books until the settlement made with W. J. Q. Baker. Was not in New Orleans at the time the a/c was first made.

Int. 3. I understood a note of Mrs. Warfield for five thousand dollars was left with the firm as collateral and afterwards surrendered to said firm by W. J. Q. Baker in settlement of Mrs. Willson's a/c.

Int. 4. Settled as per copy of settlement attached hereto, and No. 3.

Int. 5. My understanding is the security was left by W. J. Q. Baker.

Int. 6. Do not know.

Int. 7. The settlement was made by the request & full consent of W. J. Q. Baker in person, and myself, Mr. Jno. Chaffe being present & consenting to the same, as per acc. annexed.

Int. 8. Said credit was placed on said note by instructions of W. J. Q. Baker to me, it being a balance on note of Jno. T. Ludeling, president of V., S. & T. R. R. Co., the other portion of said note
40 having gone to the settlement of Mrs. Willson's account, as shown in copy or the statement attached, marked No. 3.

Int. 9. I know that the settlement was made by myself & W. J. Q. Baker, & done with his full consent & approbation, & that he expressed himself as being perfectly satisfied.

Cross-int. by defdt. & intervenor:

Int. 1. I was not in New Orleans, La., when the a/c was first made; have no other knowledge of its commencement other than that furnished by the general books.

Deft. intr. C. Chaffe.

Int. 2. The collaterals for Mrs. Willson's a/c I found here when I moved to New Orleans, La., in 1868, the same as described by Mr. Jno. Chaffe.

CHAS. CHAFFE.

Sworn to & subscribed before me this 20 day of March, 1873.

W. L. EVANS,
Second Justice Peace, Parish of Orleans, La.

41 *Return.*

THE STATE OF LOUISIANA,
Parish of Orleans, City of New Orleans:

I, W. L. Evans, second justice of the peace for the parish of Orleans, duly elected, sworn, commissioned, and acting as such, in and for the city of New Orleans, in the parish of Orleans, and State of Louisiana, do hereby certify and make known that the foregoing deposition of Jno. Chaffe, Chas. Chaffe, Wm. H. Chaffe, Dr. Jno. W. Glenn, were taken before me, on the twentieth day of March, A. D. eighteen hundred and seventy-three, at the time and place in the caption hereof mentioned; that the examinations, responses, and statements of each of said deponents were reduced to writing by my clerk and by the said deponents respectively sworn to and subscribed in my presence, at the time and place aforesaid.

In testimony whereof I, W. L. Evans, second justice of the peace for the parish of Orleans aforesaid, do hereunto set my hand at the
42 city of New Orleans, in the State of Louisiana, this 20 day of March, A. D. eighteen hundred and seventy-three.

W. L. EVANS,
Second Justice of the Peace for the Parish of Orleans.

Offers: Notarial act between W. J. Q. Baker, R. C. Strother, Eliza L. Strother, & E. W. Warfield, marked A.

[5-cents int. rev. stamp, June 3, '67.

STATE OF LOUISIANA,
Parish of Ouachita:

Before me, Charles Delery, parish recorder and ex-officio notary public in and for said parish and State, personally came and appeared Mrs. Eliza W. Warfield, Wesley J. Q. Baker, and Eliza L. Strother, the wife of Robert C. Strother, who joins herein for the purpose of authorizing and assisting his said wife in this act for all legal and necessary purposes, all residents of said parish who declared and acknowledged that
43 whereas heretofore, to wit, on the 7th day of April, 1860, the said Mrs. Eliza W. Warfield, Wesley J. Q. Baker, and Columbia W. Baker, entered into an agreement by an act passed before Benjamin D. Sheppard, recorder of Ouachita, and duly recorded in the recorder's office of this parish, dated April 7th, 1860, in which agreement it was stipulated "That the parties are about to construct a steam saw-mill and gin on the Bayou Desiard." It is agreed that the mill and gin shall be located on the bank of the Bayou Desiard, on the tract of land owned by Mrs. Eliza W. Warfield, in the point near the old family residence on what is known as the Fitz tract, on the south side of the bayou; that a tract of four acres be left open and for the use of the said mill and gin, two acres on the bayou and two acres deep, with a right of way sixty feet wide out south to the public road. It is further understood that so long as the parties work the plantation together, the said gin and mill is
44 to be used for the plantation.

In the event of a separation of the places and cultivation, then Mrs. Warfield takes the gin and mill, making suitable reperation to the other parties for construction; and, whereas, the parties do not now cultivate the plantation in common, and the said Columbia W. Baker, having departed this life, leaving Eliza L. Strother, who is now her only surviving heir, the said parties do now agree to cancel the said agreement made on the 7th day of April, A. D. 1860, above referred to, and the said Wesley J. Q. Baker and Eliza L. Strother, authorized and as-

sisted by her said husband, R. C. Strother, for the consideration hereinafter expressed, have granted, bargained, sold, and delivered, and do by these presents grant, bargain, sell, and deliver unto the said Eliza W. Warfield all the right, title, and interest in and to the said gin-house situated on the said tract of land owned by the said Eliza W. Warfield, as described in the said above-recited agreement, together with the steam-engines & fixtures, saw-mill & fixtures, grist-mill, gin-
45 stands, press-bands, belts, pulleys, & all the fixtures of and belonging to the same, together with the use of the two acres of land, and right of way, with all the rights, privileges, and appurtenances ther'to belonging or in any wise appertaining, to have and to hold unto the said Eliza W. Warfield, her heirs and assigns forever. This sale is made for the price and sum of ten thousand dollars for which amount the said Eliza W. Warfield has executed her note in favor of the said Eliza L. Strother, payable at her death or five years after date, at her option, with eight per cent. interest thereon from this date, for five thousand dollars, and has also executed her other promissory note payable to W. J. Q. Baker or order for five thousand dollars, payable five years after date, with eight per cent. interest thereon from date, the said interest payable annually, which said notes correspond and bearing even date herewith and identified with these presents by the
46 paraph and signature "Nevariatur" of me the said recorder. In full faith whereof the parties hereto signed their names in presence of Lewis F. Lamy and Robert Ray, witnesses hereto required, of lawful age and domiciliated in the said parish.

The parties to this act dispense with the production of the certificate of mortgages and exonerate me, the said recorder, from all the liabilities as contained in article 3328 of the civil code of Louisiana. In testimony whereof I have hereto signed my name and affixed my seal of office, on this the 3d day of June, A. D. 1867. Before signing, it is understood that the use of the gin-house, mill, &c., is reserved or permitted for the purpose of taking off the crop of this year.

W. J. Q. BAKER.
ELIZA L. STROTHER.
R. C. STROTHER.
ELIZA W. WARFIELD.

ROBT. RAY.
LEWIS F. LAMY.

CHAS. DELERY, *Recorder.*

47 Internal-revenue stamps to the amount of ten dollars affixed to this instrument and cancelled by me at the request of C. M. Morrison, this 3d day of September, 1872. Penalty five dollars; no interest.

T. S. JOHNSON,
Collr. 3d Dist. La.

Filed June 3d, 1867, & recorded in mortgage-book G, pages 337, 338, & 339, & in notarial-book R, pages 230 & 231.

CHAS. DELERY, *Recorder.*

Offers: Note sued on dated 3 May, 1867, and endorsements thereon. (See ante, p. 4.)

Two notes of Mrs. Willson annexed to commission.

Plffs. Mrs. Willson's notes.

$5,000.00.] MONROE, *Feby.* 27, 1867.

Nine months after date I promise to pay John Chaffe & Brother, or order, five thousand dollars, with eight per cent. interest from
48 maturity until paid; value received.

N. J. WILLSON.

(Across the face:) Cancelled, and ch'g to a/c.
Nevarietur. Mortgage stamped, February 27th, 1867.
CHS. DELERY, *Recorder.*

$5,000.00.] MONROE, *Feby.* 27, 1867.

Ten months after date I promise to pay John Chaffe & Brother, or order, five thousand dollars, with eight per cent per annum interest from maturity until paid; value received.

N. J. WILLSON.

Nevarietur. Mortgage stamped February 27th, 1867.
CHAS. DELERY, *Recorder.*

Offer': Document No. three annexed to commission.

No. 3.—*Plff. Doc.* 3—a/c.

N. J. Willson, in account with John Chaffe & Bro.

Interest account to Feb'y, 1872, @ 8 %.			
1867.			
Dec. 7. To bal'e due as per acc't rendered	4,922 14	1,517	1,559 23
49 Invoice	57 39	1,514	19 16
20 pd. draft	158 54	1,504	52 82
Am't your note due this date	5,000 00	1,494	1,660 02
1872.			
Feb'y 2. Interest bal'e our favor, per margin	485 17	.....	.....
	10,623 15	.....	3,291 23
CREDIT.			
1867.			
Dec. 18. By proceeds 16 B cotton	883 00	1,506	295 51
1869.			
Feb'y 6. " note of Jno. Ludeling, pres'd't, endorsed by & to order of W. J. Q. Baker, due this date, with interest from Feb'y 3, 1866, @ 8 a/c	5,168 08	2,186	2,510 55
1872.			
Feb'y 2. To balance interest	.....	.....	485 17
" " down	4,572 07	.....	.....
	10,623 15	.....	3,291 23
1872.			
Feb'y 2. To balance down cash, at debit	4,572 07		
E. E. New Orleans, Feb'y 2d, 1872.			
(Signed) JNO. CHAFFE & BRO., P'r GLENN.			
50 Feb. 3. By note, Eliza W. Warfield, transferred to us by W. J. Q. Baker.	5,000 00		
Int. on same, 4 ys. & 9 mos	1,900 00	.....	6,900 00
To amt. credit on above note	2,327 93		
	6,900 00		6,900 00

New Orleans, La., Feb'y 3, '72.

JNO. CHAFFE & BRO.,
Pr. GLENN.

Offers all the evidence together with all the documents introduced in the case of Jno. Chaffe & Brother vs. Jno. T. Ludeling et al. W. J. Q. Baker, intervenor. No. 979. Subject to all the objections and bills of exception taken on the trial of that case. Infra.

Defendant offers in evidence the entire record in the case of *of* Jno. Chaffe vs. Jno. T. Ludeling et al. W. J. Q. Baker, intr. No. 979.

51 To the hon'l the judge of the fourteenth judicial district court, holding sessions in and for the parish of Ouachita, State of Louisiana:

The petition of John Chaffe and of Charles Chaffe, both residents of the city of New Orleans, with respect show that they composed the commercial firm in the said city of New Orleans of John Chaffe & Brother; that they were the sole members of said commercial firm, and were trading and doing business in said city under said firm-name and style from 1865 to Sept. 1st, 1871; that said commercial firm has been dissolved by mutual consent, and is now in process of settlement and liquidation by themselves. They further show that John T. Ludeling, John Ray, Francis P. Stubbs, and William R. Gordon, all of your said parish and State, are legally and justly indebted to them, (plffs.,) in solido in the sum of five thousand and one hundred & sixty-eight dollars
52 & $\frac{08}{100}$, with eight per cent. interest thereon from the 3d day of February, 1866, till paid; that said interest was due, and to be paid annually, which amounts to the sum of four hundred and thirteen dollars & $\frac{44}{100}$ per annum; that there was due on the 3 of February, 1867, by said defendants, interest to the amount of four hundred and thirteen dollars & $\frac{44}{100}$ which should have been paid on that day, but was not. This sum therefore bears five per cent. interest from the date it was due and should have been paid, till it is paid. There was due a like sum on the 3d of February, 1868, which for the same reason draws five per cent. interest from that day till paid. There was also the same amounts due respectively on the 3d of February, 1869, on the 3d of Feby., 1870, 1871, and 1872 which respective sums all bear five per cent. interest from the time they respectively fell due as above stated and as shown by the written obligation hereto annexed in the form of a note,
53 dated November 6, 1866, until the final payment of all said sums.

Petitioners further show that the said defendants and their associates, on the 3d of February, 1866, purchased the Vicksburg, Shreveport and Texas Railroad, at a sheriff's sale with all its rights, privileges, franchises, locomotives, cars, &c., &c. That they had previous to said purchase formed themselves into an association of mutual interest for the purpose of purchasing said railroad and then to operate it in carrying freight and passengers for hire in the character of common carriers and commercial partners. That immediately after the said purchase, on the 3d of Feb'y, 1866, the said defendants took possession of said road and began to run and operate it for the aforesaid purposes as partners, to share in the profits and losses.

That they, in so doing, formed themselves into a commercial partnership and assumed towards third persons the character and re-
54 sponsibility of debtors in solido whenever they assumed or made an obligation.

That at some times they acted and did business under the firm or associate name of Jno. T. Ludeling and associates; at others, it appears they acted in the name of the Vicksburg, Shreveport & Texas Railroad Co.

They further show that, by the repeated acknowledgments and declarations of the defendants, they induced others as well as your petitioners to trade with them and to accept their paper and written obligations under the assurance that defendants were bound in solido. That they so held themselves out to the world. Petitioners further show that said defendants are bound in solido by law, and in all good conscience. That while said defendants were thus associated together for the purposes and acting in the manner aforesaid, they caused to be executed and issued, and did execute and issue a certain promissory note or
55 written obligation, which is hereto annexed and made a part hereof, and dated 6th Nov., 1866, and signed John T. Ludeling, president.

They further show that said John T. Ludeling was, by the consent and authorization of the defendants, authorized and empowered to execute notes, bonds, and other obligations binding upon them and their association as was the case with the note hereto annexed. That said defendants are bound in solido for this note with the accruing interest thereon.

They farther show that they are the legal and true owners and holders of said note or obligation, having acquired the same in due course of their business long prior to its maturity for a valuable consideration, the said note being endorsed to them by W. J. Q. Baker, the payee. That the same is still due and unpaid notwithstanding the said defendants have often been amicably required to pay the same. Wherefore they pray that you cause the said John T. Ludeling, John Ray,
56 Francis P. Stubbs, and William R. Gordon to be duly cited to answer hereto, and upon a trial hereof that they, (the plffs.,) have judgment against them, the said defendants in solido, for the sum of five thousand one hundred and sixty-eight dollars & $\frac{08}{100}$, with eight per cent. interest thereon since the 3d of February, 1866, till paid; and five per cent. interest on the sums of four hundred thirteen dollars & $\frac{44}{100}$ since Feb'y 3, 1867, till paid; five per cent. interest on the sum of four hundred thirteen dollars & $\frac{44}{100}$ since Feb'y 3, 1868, till paid; five per cent. interest on the sum of four hundred thirteen dollars & $\frac{44}{100}$ since Feb'y 3, 1869, till paid; five per cent. interest on the sum of four hundred thirteen dollars & $\frac{44}{100}$ since Feb'y 3, 1870, till paid; five per cent. interest on the sum of four hundred thirteen dollars & $\frac{44}{100}$ since the 3 of Feb'y, 1871; and five per cent. interest on the sum of four hundred thirteen dollars & $\frac{44}{100}$ since Feb'y, 1872, till paid; and costs of this suit to be taxed. They also pray for general relief.

MORRISON & FARMER, *Attys.*

57 OFFICE VICKSBURG, SHREVEPORT & TEXAS R. R. CO.,
$5,168.08.] *Monroe, La., November* 6, 1866.

On or before the 3d day of February, 1869, "The Vicksburg, Shreveport & Texas Railroad Company" will pay to the order of Wesley J. Q. Baker five thousand one hundred and sixty-eight $\frac{08}{100}$ dollars, value received, with interest at eight per cent. per annum from the third day of February, 1866, till paid, payable annually.

JNO. T. LUDELING,
President.

Attest:
JOS. F. MCGUIRE,
Secretary.

REC. 851—2

(Endorsed:)
Pay to John Chaffe & Brother, or order.

W. J. Q. BAKER.

[U. S. int. stamps $2.60 cancelled by "J. Chaffe & Bro."]

State of Louisiana, parish of Ouachita, 14th district court.

* * * * * * *

58 JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL.

To John T. Ludeling, of the parish of Ouachita:

You are hereby summoned to attend at the clerk's office, in the town of Monroe, and comply with the prayer of the annexed petition, or file your answer thereto, in writing, in the office of the clerk of the 14th judicial district court in and for the parish of Ouachita within ten days after the service thereof.

Witness the honorable Robt. Ray, judge of the said court, this 4 day of March, A. D. 1872.

WM. ATKINS,
Dy. Clerk D. C.

Rec'd 4th of March, 1872, and on the 4th of March, 1872, the def't Jno. T. Ludeling being absent from his usual place of residence in Ouachita Parish, I made service of a certified copy with a certified copy of petition on him, by handing the same to Mrs. M. C. Ludel-
59 ing, who was known to me, and above the age of 14 years, she being and living in the same house with Jno. T. Ludeling at the date of this service.

$2.00. B. H. DINKGRAVE, *Sh'ff.*

State of Louisiana, parish of Ouachita, 14 district court.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING EL AL.

To John Ray, of the parish of Ouachita:

You are hereby summoned to attend at the clerk's office, in the town of Monroe, and comply with the prayer of the annexed petition, or file your answer thereto, in writing, in the office of the clerk of the 14th judicial district court in and for the parish of Ouachita within ten days after the service thereof.

Witness the honorable Robt. Ray, judge of said court, this 4th day of March, A. D. 1872.

WM. ATKINS,
Dy. Clerk D. C.

60 Rec'd in office on the 4th of March, 1872, & on the 5th of same month & year I served a certified copy of the within citation together with a certified copy of the petition on John Ray, at his domicil in the city of Monroe, Ouachita Parish, Louis'a, by handing the same to Robt. Ray, jr., a free person apparently above the age of fourteen

years, whose name was known to me, living & being at the time at the domicil of John Ray, he being absent at the date of this service.

SAM'L S. TATUM,
Dy. Shff.

Sh'ffs' costs, $2.00.

State of Louisiana, parish of Ouachita, 14 district court.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL.

To Francis P. Stubbs, of the parish of Ouachita:

You are hereby summoned to attend at the clerk's office, in the
61 town of Monroe, and comply with the prayer of the annexed petition, or file your answer thereto, in writing, in the office of the clerk of the 14 judicial district court in and for the parish of Ouachita within ten days after the service thereof.

Witness the honorable Robt. Ray, judge of the said court, this 4th day of March, A. D. 1872.

WM. ATKINS,
Dy. Clerk D. C.

Rec'd in office on the 4th of March, 1872, & on the 5 day of the same month & year I served a certified copy of the within citation together with a certified copy of the petition on F. P. Stubbs, in person, by handing the same to him, at his office in the city of Monroe, Ouachita Parish, Louisiana.

SAM'L S. TATUM.

Cost, $2.00.

State of Louisiana, parish of Ouachita, 14th district court.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL.

To Wm. R. Gordon, of the parish of Ouachita:

You are hereby summoned to attend at the clerk's office, in the city of Monroe, and comply with the prayer of the annexed petition, or file your answer thereto, in writing, in the office of the clerk of the 14 judicial district court in and for the parish of Ouachita within ten days after the service thereof.

Witness the honorable Robt. Ray, judge of said court, this 4th day of March, A. D. 1872.

WM. ATKINS,
Dy. Clk. D. C.

Rec'd in office on the 4 day of March, 1872, and on 9th day of same month and year I made service of a certified copy of the within citation together with a certified copy of petition on Wm. R. Gordon, by handing the same to him, in the parish of Ouachita.

WM. R. DINKGRAVE,
Dy. Shff.

Cost, $2.40.

63 To the honorable the judge of the 14 judicial district court in and for the parish of Ouachita, in the State of Louisiana:

The petition of Wesley J. Q. Baker, resident of your said parish and State, with due respect, represents that a suit has been instituted in your honorable court, entitled John Chaffe & Brother vs. John T. Ludeling et al., No. 979, which suit is based on an obligation dated at Monroe, Nov. 6th, 1866, whereby "on or before the 3d day of February, 1869, the Vicksburg, Shreveport & Texas Railroad Company will pay to the order of Wesley J. Q. Baker five thousand one hundred and sixty-eight $\frac{68}{100}$ dollars, value received, with interest at eight per cent. per annum, from the third day of February, 1866, till paid, payable annually," and in which suit the said John Chaffe & Brother allege that they came into possession of the same for a valuable consideration, in due course of trade, long before maturity, and ask judgment against the defend-
64 ants they have chosen to make, to wit, John T. Ludeling, John Ray, Francis P. Stubbs, and William R. Gordon, in solido, as commercial partners, for the said note and compound interest thereon, all of which will fully appear by reference to the petition in said suit and the obligation thereto annexed, and which are referred to particularly in this petition for greater certainty.

Your petitioner alleges that the said John Chaffe & Brother are not nor ever were the owners of the said obligation; they never paid any valid consideration for the same; it did not go into their hands for a valuable consideration before maturity without notice; that it is not their property nor that it was never delivered to them to be their property; that when it went into their hands it was not executed; that it had no stamps on it; that they were never authorized to put stamps on it, and was and is in their hands a nudum pactum, and has no vitality, and the attempt to put stamps on it is and was a fraud on the
65 makers and on the true owner thereof.

Petitioner alleges that the said note or obligation was made in his favor and intended to be between him and the defendants and others, a statement of account among themselves; that your petitioner placed the same in the keeping of the said John Chaffe & Brother on the 27 January, 1868, and received from them a counter-letter or receipt of the tenor and date as follows:

"Received from W. J. Q. Baker, (among others,) a note signed by John T. Ludeling, as president of Vicksburg and Texas Railroad Company, for five thousand one hundred and sixty-eight $\frac{68}{100}$ dollars, dated Nov. 6, 1866, and payable or due the 3d Feb'y, 1869, to the order of Wesley J. Q. Baker, and by him endorsed, said note bearing interest at eight per cent. from the 3d day of February, 1866, until paid, int. payable annually; which notes are held as collateral security for the indebtedness of Mrs. N. J. Willson, which indebtedness was contracted by the said W. J. Q. Baker.

(Signed) "JOHN CHAFFE & BROTHER."

66 All of which will more fully appear by copy of said counter-letter hereto annexed, the original of which will be produced on the trial of this case.

Petitioner alleges that the indebtedness of Mrs. N. J. Willson to the said John Chaffe & Brother never was fixed, never was liquidated, does not exist, and if it ever did exist is extinguished by payment and by prescription; that said John Chaffe & Brother never took any steps to fix the amount of the said indebtedness; never took any steps to

secure it or keep it alive, and made no effort to protect the surety, but abandoned the whole claim.

That they have no right to bring this suit nor maintain this action until they show, contradictorily with Mrs. N. J. Willson, the amount of her indebtedness to them, and show that that indebtedness is a subsisting indebtedness due to them. Petitioner avers that he is the true owner of the said note or obligation & not John Chaffe & Brother.

67 Wherefore he prays your honor to be allowed to intervene in the said suit No. 979; that the suit be dismissed, for the reason that the said plaintiffs have no claim against Mrs. N. J. Willson; that they hold no indebtedness of hers; that if any they had it is extinguished; that they have not protected the security; that the security is released on account of laches of plaintiffs; that the indebtedness of Mrs. N. J. Willson to them is prescribed and discharged by bankruptcy; and, finally, he prays your honor to declare (in the event the suit is not dismissed on the ground that the plaintiffs have not shown any ownership or interest in the obligation) that the note or obligation sued on is his property and order the same to be delivered to him; & for general relief in the premises.

W. J. Q. BAKER, *Int. P.*

MA'CH 21, '72.—Service accepted and citation waived for the plaintiffs.

JOHN CHAFFE & BROTHER.
MORRISON & FARMER, *Attys.*

68 Service accepted and citation waived for defts.

RAY & STUBBS, *Attys.*

JOHN CHAFFE & BRO.
vs.
JOHN T. LUDELING ET AL.

The parties made defendants in the above-entitled case, without answering to the merits, except to plaintiffs' action, on the following grounds:

First. The instrument or obligation sued on in this case on its face and in fact was executed by the Vicksburg, Shreveport and Texas Railroad Company, a corporation created by and according to law, and said company alone is liable thereon, and not the stockholders in their individual character or capacity; consequently this suit is improperly brought against the parties made defendants in this case, and should be dismissed.

Second. That if defendants are liable in their individual capacity in this case, which is expressly denied, that then defts. are only

69 liable jointly and not in solido, and that other parties, to wit, Joseph F. McGuire, Wesley J. Q. Baker, and H. M. Bry, residents of the parish of Ouachita, and George C. Waddill, of the parish of Madison, State of Louisiana, and Oakes Ames, of Massachusetts, are equally bound with defts. in this case, and who have not been made parties to this suit, and that this suit cannot be prosecuted without all said parties being made defendants in this case. Wherefore this suit should be dismissed for want of proper parties.

Third. Prescription is pleaded to the plaintiffs' demand of three and five years.

JOHN RAY,
FRANK P. STUBBS,
Attys.

To the judge of the 14th judicial district, presiding in & for the parish of Ouachita, State of Louisiana.

The defendants, without waiving their exception heretofore filed
70 & overruled, for answer, deny each and every allegation made in the petition of plaintiffs & intervenor, except such as may be expressly admitted in this answer, & they require legal proof thereof. They admit that the obligation sued upon was signed by John P. Ludeling as president of the Vicksburg, Shreveport & Texas Railroad Company, a company chartered by the acts of the legislature of the State of Louisiana, & that it was countersigned by the secretary of said company, who affixed the seal of the company thereto, but they deny that they are or ever were individually liable in any manner under said obligation. They deny that the plaintiffs ever gave any legal consideration for said obligation; that they are the owners thereof, or that they possess them in good faith. They aver that said obligations belong either to W. J. Q. Baker, or E. E. Norton, his assignee in bankruptcy, & that whether the obligations belongs to the plaintiffs, to Baker, or Norton, his assignee, your respondents, if liable at all, individually,
71 (which they deny,) have a right to plead all the equities existing between themselves & W. J. Q. Baker & your respondents for the reason aforesaid, & because the said plaintiffs have other collaterals to secure the alleged debt against Mrs. N. J. Willson, for which also it is pretended that this obligation was given, & which other collaterals were amply sufficient to pay said claim, if due.

They aver that the said obligation sued on was given under the following circumstances:

W. R. Gordon, John P. Ludeling, George C. Waddill, Frank P. Stubbs, John Ray, & W. J. Q. Baker, having agreed to bid for the Vicksburg, Shreveport & Texas R. Road, at the sheriff's sale in 1866, deposited the sums of money respectively agreed upon among themselves, with the understanding that whatever portion of the amount should remain after the purchase should be loaned to the company by the parties aforesaid, respectively, to organize a force of laborers to
72 begin the reconstruction of the railroad; that, in accordance with said understanding, the excess of the money subscribed was loaned to the company, & the obligations of the Vicksburg, Shreveport & Texas R'road Company were given to the different parties, & William M. Pinckard, assignee of George C. Waddill of portions of their interests, & to G. C. Waddill, each for $7,752.11; to your respondents for the sums following: $15,504.22 to R. W. Gordon & Jno. T. Ludeling, respectively; to F. P. Stubbs for $12,920.19; & to John Ray for $5,168.07; all due at the same dates as the obligations given to W. J. Q. Baker; so that if by any possibility your respondents could have been liable individually for the obligations sued on, the same would have been extinguished by compensation, which your respondents plead, in the event that it be held that they individually, & not the Vicksburg, Shreveport & Texas R. R. Co. are the obligors under the obligation annexed to the petition, which, however, they do not admit.

Your respondents further aver that, as these obligations were
73 intended merely as momoranda of the understandings among the parties aforesaid & not as commercial paper, no United States stamps were placed on them. In other words, they were left in an incomplete state. The obligation sued on was in that condition when it came into the possession of the plaintiffs, & the stamps which now appear on it (attempted to be cancelled by one of the plaintiffs) have been illegally and fraudulently placed on it by the plaintiffs.

Wherefore your respondents pray that the plffs' demand be rejected with costs, & for general relief, etc.

FRANK P. STUBBS, *Atty.*

14th district court, parish of Ouachita.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL.

The amended petition of intervention of W. J. Q. Baker, with due respect, represents that heretofore he filed an intervention in this case and set up a claim to the obligation sued on, the allegations of
74 which petition of intervention he reiterates in this his amended petition. He now amends his petition of intervention and pleads the prescription of one, three, and five years against the claim of plaintiffs, John Chaffe & Brother, against Mrs. N. J. Willson, alleging especially that their claim against her has never been fixed nor liquidated.

That the dealings between them was in the capacity of factor or commission merchants on the part of Chaffe & Bro., and planter on the part of Mrs. N. J. Willson; and their claims, if any, against her are prescribed, the notes and mortgage being nothing but a continuing guaranty, and prescribed, and both discharged in bankruptcy by the discharge of Mrs. N. J. Willson, wife of W. J. Q. Baker, in 1869. He prays as in his original petition and for general relief.

W. J. Q. BAKER, *P. P.*

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL.

The plffs. in the above-entitled suit aver that they have caused
75 the testimony of John Chaffe, Charles Chaffe, William H. Chaffe, and John W. Glenn, of the city of New Orleans, to be taken by commission and filed in this case.

Wherefore they pray for a rule on defendants & intervenor, to show cause, on a day to be fixed by the court, if any they have, why said testimony should not be read on the trial of this case in plffs' behalf.

They also pray for general relief.

MORRISON & FARMER, *Attys.*

Recd. 25th March, 1873; and on the 28th Mch., 1873, made service of a certified copy of the within, and certified copy of the extract from the minutes, on F. P. Stubbs in person, in Ouachita Parish.

B. H. DINKGRAVE, *Shff.*

14th jud. dist. court.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER, INTERVENOR. } 979.

76 The plffs., in answer to the pet'n and amended petition of intervenor, den*ies* each and every allegation made by said intervenor which contradicts or in any manner contravenes the allegations of their (plffs.') petition.

Wherefore they pray that the intervention be rejected at intervenor's costs. They also pray for general relief.

MORRISON & FARMER,
Attys. for Plffs.

14th dist. court, parish of Ouachita.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER.

The defendants and intervenor, upon whom a rule has been taken to show cause why the deposition of John Chaffe, Charles Chaffe, W. H. Chaffe, and Dr. John W. Glenn, taken under commission by W. L. Evans, 2d justice of the peace for the city of New Orleans, should not be used in evidence on the trial of this cause, especially reserving the objec-
77 tions heretofore urged to the admissibility and competency of the said testimony, and now again reserving all legal objections to the admissibility and competency of the said testimony, confine their objections at this time founded on the irregularities in the execution of the commission as reasons why the answers should not be admitted in evidence.

The answers of John Chaffe to the 4' interrogatory-in-chief is objected to as not responsive to the question and to lug in a guarantee by Baker to pay the debt of Mrs. N. J. Willson, which answer could not have been foreseen and is inadmissible. The answer of this witness to the 6th interrogatory is objected to as going beyond the question and seeks to bind Baker as security. No such answer could have been anticipated from the question.

The answer of the same witness to the 4' cross-interrogatory propounded to him by the defendants Ludeling et al., is objected to as a clear and palpable evasion of the question and not responsive to it. The answer of this witness to the 1st cross-interrogatory propounded by the intervenor, W. J. Q. Baker, is objected to because it is
78 evasive; because that it states as a fact what the witness could not know, that is, the delay allowed by this court to try the cause; because it states matters about which he was not asked, and seeks to make testimony for himself and firm, and to bind the intervenor in a manner not contemplated by the question; and also a neglect to produce documents in his possession called for by the question—a view of which the intervenor is entitled to.

The same objections as are urged to the admission in evidence of the answers of John Chaffe as above are also urged to the admission in evidence of the answers of John Chaffe as above, also urged to the admission in evidence of the answers of the witness Dr. John W. Glenn, W. H. Chaffe, and Charles Chaffe, and each objection made to the answer of each question and the answers thereto as if specially made to each. The further objection is made to the answers which is shown to be hear-say by the answer made by the witnesses Dr. John W. Glenn,
79 W. H. Chaffe, and Charles Chaffe, which the defendants' intervenor reserve the right to ferret out on the trial of this rule.

W. J. Q. BAKER,
Pro. per.
FRANK P. STUBBS,
For Defts.

The State of Louisiana, parish of Ouachita, fourteenth judicial district court, Hon. Robert Ray, judge.

TUESDAY, 16 *September*, 1873.

JOHN CHAFFE & BROTHERS
vs.
JNO. T. LUDELING ET AL., W. J. Q. BAKER, INT. } 979.

Testimony for plaintiffs.

Offers in evidence the note sued on, annexed to plaintiffs' petition. (Ante, p. 64.)

* * * * * * *

80 Offers copy of sheriff's deed from Sheriff Hardy to John P. Ludeling & others, of the Vicksburg, Shreveport & Texas R. R., dated 5 February, 1866.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Ouachita:

Be it remembered that I, Marlow C. Hardy, sheriff of the parish of Ouachita, State of Louisiana, acting under and by virtue of a writ or order of seizure and sale issued by the clerk of the twelfth district court of Ouachita Parish in accordance with the order, judgment, or decree of the judge of the twelfth judicial district of the State of Louisiana, in the suit filed in the twelth district court, in and for the parish of Ouachita, wherein William R. Gordon is plaintiff and The Vicksburg, Shreveport and Texas Railroad Company are defendants, and entitled Wm. R. Gordon vs. The Vicksburg, Shreveport, and Texas Railroad Company, and directed to me as sheriff of the parish of Ouachita, and direct-

81 ing me to seize and sell all the property described therein, and in the act of mortgage annexed to the petition of the plaintiff, as the property of the said defendants The Vicksburg, Shreveport and Texas Railroad Company, for cash to pay all the coupons or interest-warrants due, and on terms of credit to meet the falling-due or maturity of the unmatured coupons or interest-warrants and bonds, purchaser to give bond, with good personal security, for the credit portion of the price, conditioned according to law, did seize and advertise for sale as the property of the aforesaid defendants all of said property, hereinafter more fully and specifically described, according to law, at the court-house yard, on the third day of February, 1866. And on the third day of February, 1866, at the time and place designated in the advertisement, and after having complied with all the formalities and requirements of the law and proclaimed the terms of sale, to wit, cash to the extent of the matured coupons or interest-warrants, and on terms of credit to meet the maturing of the unmatured coupons or interest-warrants and

82 bonds, I, the said sheriff of the parish of Ouachita, did offer for sale to the last and highest bidder all the property seized and advertised for sale, to wit: The entire railroad of the Vicksburg, Shreveport and Texas Railroad Company, extending from a point on the Mississippi River opposite Vicksburg to the eastern boundary of the State of Texas, through Monroe and Shreveport, and being in length one hundred and ninety miles, more or less, including all the unfinished as well as the finished portions of said railroad; also all the rights of way, lands, property, franchises, rights, appurtenances, water-stations, warehouses, depots and depot-grounds, and also all the buildings, structures,

and improvements thereon; the cars, locomotives, engines, wagons, machinery, fixtures, utensils, implements, and effects, generally of nature and description whatever in use upon said railroad or in any way attached or appertaining to the same. The lands seized and which were sold include all the lands acquired in any way by the company,
83 either by purchase, donation, or otherwise, for any purpose, and especially the lands donated by the Congress of the United States by an act approved 3d June, 1856, to the State of Louisiana, and granted by the State of Louisiana to said Vicksburg, Shreveport and Texas Railroad Company to aid in constructing said railroad, by act approved 11th March, 1857, and which lands lie along the line of the railroad and contiguous thereto, and within fifteen miles on either side of the road, counting from the centre of the road, and such as may be located and approved by the proper authorities of the United States, amounting to four hundred and twenty thousand nine hundred and twenty acres, more or less, except such portions thereof as have been sold by said company by acts passed before the recorder of the parish of Ouachita; and also the tract of land purchased from Robert J. Willson, Oliver H. Willson, and Thankfull W. Willson, wife of Thomas O. Benton, as per act
84 passed before the recorder of the parish of Ouachita on 7th November, 1856, and at sheriff's sale as per sheriff's deed dated 6th September, 1856, described as follows, to wit: A tract of land situated in the parish of Ouachita, and being the land described in the act of sale to the Vicksburg, Shreveport, and Texas Railroad Company, as all of the tract of land lying east and north of Hall street and adjoining the town of Monroe, having four arpents front on said Hall street, and running back between parallel lines thirty-six arpents more or less, to the back line of section fifty-eight, being parts of section fifty-four, in township eighteen north, of range three east, and sections fifty-seven and fifty-eight, in township eighteen north, of range four east, the width of four arpents to be taken from the upper or northwestern side of said sections. A diagram of said tract of land is annexed to the deed to the Vicksburg, Shreveport, and Texas Railroad Company.

The following locomotives were seized and sold: The Macon,
85 Ouachita, Julia Reed, John Ray, and Madison; and the locomotive B. M. Johnson, and cars, and car-irons, now in possession of the Southern Pacific Railroad Company, under lease from the Vicksburg, Shreveport, and Texas Railroad Company, were seized and sold subject to the contract of said lease with said company.

The following personal property was attached to said road, and was seized and sold: One passenger-car, six box-cars, fourteen platform-cars, wheels and axles for about fifty cars, lot of car-irons, &c., at J. P. Crosley's warehouse; lot of bar-iron in Monroe.

Also, the following rights and credits belonging to the Vicksburg, Shreveport and Texas Railroad Company, to wit:

BILLS RECEIVABLE.

Notes of Jacob Miller, due 6–9 Jan'y, 1862, for $150.24, and same due 6–9 Jan'y, 1863, $150.24; D. J. Hammond, due 1–4 March, 1870, for $399.33; same, due 25–28 Oct., '60, for $598.99; same, due 25–28 Oct., '61, for $598.98; J. W. Deene, due 21–24 Nov'r, '61, $99.33; J. W.
86 Couch, 24–27 Nov'b'r, '60, $198.85; same, due 24–27 Nov., '61, $198.85; same, due 24–27 Nov., '62, $198.85; Jacob Miller, due 6–9 Jan'y, '62, $50.07; same, due 6–9 Jan'y, '63, $50.07; C. H. Morrison, due 10–13 Jan'y, '62, $2,888.70; Jo. Rice, 1–4 Jan'y, '61, $533.33; same, 1–4

Jan'y, '62, $533.33; same, 1-4 Jan'y, '63, $533.33; Francis Lynch, due 1-4 Jan'y, '62, $322.41; John Robbins, 18-21 Jan'y, '61, $80.70; same, 18-21 Jan'y, '62, $80.70; same, 18-21 Jan'y, '63, $80.70; John Holloway, due 18-21 Jan'y, '61, $120.70; same, 18-21 Jan'y, '62, $120.70; same, 18-21 Jan'y, '63, $120.70; Joel E. Puckett, 1-4 Jan'y, '61, $143.35; R. L. Whyte, 23-26 June, '61, $337.00; same, 23-26 June, '62, $337.00; same, 23-26 June, $337.00; Samuel Harrison, due 30th June, '61, $50.13; same, 30 June, '62, $50.13; same, 30 June, '63, $50.13; Louis Eppinett, 1-4 March, '61, $105.47; same, 1-4 March, '62, $105.47; same, 1-4 Mar., '63, $105.47; same, 1-4 Mar., '64, $105.47; J. F. Parker, 23-26 Oct., '61, $48.80; same, 23-26 Oct., '62, $48.80; same, 23-26 Oct., '63, $48.80; John E. Mathews, 6-9 Dec., '61, $134.53; same, 6-9 Dec., '62, $134.53; Martin L. Hagard, 10-13 Dec., '61, $146.88; same, 10-13 Dec., '62, $148.88; same, 10-13 Dec., $146.88; Wm. A. Jones, 12-15 Dec., '61, $170.02; same, 12-15 Dec., '62, $170.02; W. F. Johnson, 7-10 Jan'y, '62, $247.83; same, 10-13 Jan'y, '63, $247.83; same,
87 7-10 Jan'y, '64, $247.83; Charles Q. Butler, 8-11 Jan'y, '62, $1,031.78; same, 8-14 Jan'y, '63, $1,031.78; F. M. Bledsoe, 5-8 Feb'y, '62, $174.48; same, 5-8 Feb'y, '63, $174.48; same, 5-8 Feb'y, '64, $174.48; Frances Sheppard, 4-7 Mar., '62, $252.40; same, 4-7 Mar., '63, $252.40; same, 4-7 Mar., '64, $252.40; Mrs. Catherine B. Jones, 1-4 Jan'y, '62, $376.22; same, 1-4 Jan'y, '63, $376.22; same, 1-4 Jan'y, '64, $376.22; same, 1-4 Jan'y, '65, $376.22; Gideon P. Routon, 30 April, '62, $52.42; same, 30 April, '63, $52.42; J. N. T. Richardson, 1-4 Oct., '61, $174.69; same, 30 April, '62, $174.69; same, 30 Ap., '63, $174.69; same, 30 Ap., '64, $174.69; D. Henry Dyer, 1-4 Jan'y, '62, $516.78; same, 1-4 Jan'y, '63, $246.14; John Fuller and B. D. Sheppard, 1-4 Jan'y, '63, $201; same, 1-4, Jan'y, '64, $100.50; same, 1-4 Jan'y, '65, $100.50; David Buie, 1-4 Jan'y, '63, $532.00; same, 1-4 Jan'y, '64, $532.00; same, 1-4 Jan'y, '65, $532.00; John E. Ellis, 1-4 Mar., '64, $288.14; same, $288.17; James P. Sheffield, 1-4 Jan'y, '63, $535.34; same, 1-4 Jan'y, '64, $535.33; same, 1-4 Jan'y, '65, $535.33; Chas. P. Cox, 1-4 Jan'y, '63, $1,325.84; same, 1-4 Jan'y, '64, $1,325.84; same, 1-4 Jan'y, '65, $1,325.83; Levi Parks, 1-4 Jan'y, '63, $961.60; same, 1-4 Jan'y, '63, $320.32; Jasper McMillan, 30 Dec'r, '62, $198.82; same, 30 Dec., '63, $198.82; same, 30 Dec., '64, $198.82; A. R. Millan, 1-4 Jan'y,
88 '64, $105.05; Wm. C. Rush, 16-19 June, '63, $66.77; same, 16-19 June, '64, $66.77; same, 16-19 June, '65, $66.77; Octavius Spencer, 18-21 Oct., '63, $158.41⅓; same, 15-18 Oct., '64, $158.41⅓; same, 15-18 Oct., '65, $158.41⅓; & Robert W. Faulk, 8-11 Dec., '64, $110.54; same, 8-11 Dec., '65, $110.54; amounting in the aggregate to twenty-eight thousand eight hundred and sixty-three $\frac{29}{100}$ dollars.

BILLS RECEIVABLE AND PROTESTED BILLS.

J. C. Cowper's obligation, due 1-4 Nov., '60; bal. $1,650.03; Parish of Madison obligation, due 1-4 Jan'y, '63, $5,069.41; R. M. Tarver's notes, due 1-4 Mar., '63, $1,781.13; M. E. Case's drft. on Cobb, Manlove & Co., $1,100; A. D. Mattingly's acceptance, $375; W. S. Parham's receipt, $341.55; A. L. C. Magruder's acceptance, $112.50; H. P. Wells' receipt for claims, $875; H. Short's receipt for claims, $550; C. A. Defiance, 2 drfts. on Logan, Soniatt & Claiborne, $750; F. H. G. Taylor's drfts. on Geo. Connelley & Co., $300; Charles Blount's draft on A. G. Tully & Co., $300; S. A. Garner, on Slaughter & Crossley, $100; T. W. Phillips, on Ward, Hunt & Co., $720.17; D. R. Thompson, on Cutrer, Harrison & Co., $130; W. D. Reed, on John Williams & Co., $425; L.

E. Love, on Coleman, Bretton & Withers, $422.44; J. H. Wolf, on Green & Crump, $250; Duff Green & Co., on Green & Crump, $750; J. W. W. Brock, on Harding, Abbey & Morehead, $750; amounting in the aggregate to $16,752.23. All the balances due on stock subscription to said company, to wit: Individual stock amounting to $261,142.62; City of Vicksburg, $56,822.90; city of Shreveport, $5,323.77; stock of the N. O. J. & G. N. Railroad Company, $275.00; claim due by Brown & Johnson, $2,000; & claim due by Southern Railroad Company, $3,300.72, and all the stock, right, and franchises of said company.

And thereupon John T. Ludeling, of Ouachita Parish, State of Louisiana, bid the sum of fifty thousand dollars, and that being two-thirds of the appraisement, and the last and highest bid, I adjudicated the property before described to John T. Ludeling, William R. Gordon, John Ray, Frances P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph F. McGuire, John A. McGuire, Robert Ray, Joseph P. Crosley, Charles W. Phillips, Robert C. Strother, Christopher H. Dobbs, all of the parish of Ouachita; & William M. Pinckard, of the parish of Orleans; & George C. Waddell, of the parish of Madison, State of Louisiana; and James U. Horne, of Spalding County, Georgia, by direction of said John T. Ludeling, he having bid for the said persons. And the purchasers having complied with the terms of sale by paying in cash the proportion of the price due to the different bondholders, who presented themselves
90 at the time, and by retaining in their hands the balance of the price bid to pay the other bondholders the proportion due to them whenever they, or any of them, shall present their coupons or interest-warrants now due for payment, the bonds all being secured by the same and only mortgage on the property sold, and the parties notified me and all parties that they were ready to pay the balance of the price whenever required to do so, and exhibited to me over fifty-five thousand dollars:

And the certificat' of mortgages furnished me by the recorder of the parish of Ouachita, exhibiting that the only mortgage or privilege with which the property was encumbered was a mortgage or lien in favor of John Ray, of Ouachita Parish, State of Louisiana, or of any holder of any bond to secure the payment of two thousand bonds of the Vicksburg, Shreveport & Texas Railroad Company, drawn in favor of John Ray or bearer, each for one thousand dollars, redeemable on the first day of September, 1877, bearing eight per cent. interest per annum, payable semi-annually in coupons of forty dollars; and the order of seizure and sale having been issued under this mortgage, and the same having been made known at the time of the adjudication, I permitted the parties to retain the balance of the price bid for the purposes
91 stated, after having collected all costs due in the case, and the amount bid being less than the amount of interest or of the coupons due on the bonds, no bond and security was required of the parties.

Now, therefore, I, Marlow C. Hardy, sheriff of the parish of Ouachita, do hereby sell and transfer unto John T. Ludeling, William R. Gordon, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph F. McGuire, John A. McGuire, Robert Ray, Joseph P. Crosby, Charles W. Phillips, Robert C. Strother, Christopher H. Dobbs, all of the parish of Ouachita, George C. Waddell, of the parish of Madison, & William M. Pinckard, of the parish of Orleans, State of Louisiana, and James U. Horne, of Spalding County, in the State of Georgia, all the right, title, and interest which the Vicksburg, Shreveport and Texas

Railroad Company had in and to the above and foregoing mentioned and described property, real and personal, corporeal and incorporeal rights, privileges, and immunities. To have and to hold unto themselves, their heirs and assigns, forever.

In faith whereof I have signed this deed this 6th day of February, 1866, in my office in the town of Monroe, parish of Ouachita, and State of Louisiana, in the presence of the subscribing witnesses, males, of lawful age, and domiciliated in the parish of Ouachita, State of Louisiana.

92 M. C. HARDY,
Sheriff of Ouachita Parish, Louisiana.

Attest:
P. G. OATS.
D. A. BREARD.

I certify that the foregoing is a true and correct copy of the original deed on file & of record in my office.
This 13 day of January, A. D. 1872.

WM. ATKINS,
Dy. Clerk, D. C.

14 jud. dist. court, parish of Ouachita.

JOHN CHAFFE & BRO.
vs.
JOHN T. LUDELING ET AL.

The plffs. aver that John Chaffe, Charles Chaffe, William H. Chaffe, and Dr. John W. Glenn, of the city of New Orleans, are material and competent witnesses in their behalf.

Wherefore they pray that this hon'l' court cause a commission to issue according to law to any judge or justice of the peace in and for
93 the parish of Orleans to take the answers of said witnesses to the following interrogatories. Which answers, when taken, are to be read in evidence in their behalf on the trial of this cause.

Int. 1st. Examine the note annexed, which is the one sued on in this case, and state when it went into the possession of the plffs.

Int. 2nd. What were the circumstances under which they acquired the possession of said note? What was the consideration of the transfer of said note to plffs.?

Int. 3rd. By whom was said note transferred to the plffs.?

Int. 4th. If you say said note was given to plff. by W. J. Q. Baker of the parish of Ouachita, as collateral security for a debt due by Mrs. N. J. Willson, state who induced plffs. to credit Mrs. N. J. Willson. Did the person who induced plffs. to credit Mrs. Willson agree at the time the credit was granted to see the account paid or assure the plffs. that it was good? State what the understanding or agreement was in relation to Mrs. Willson's account with W. J. Q. Baker, if there was ever any understanding and agreement with him about it.

Int. 5. Was the account of Mrs. Willson ever adjusted between plffs. and her, or between plffs. or either of them and W. J. Q. Baker?

94 Int. 6. If you say that said account of Mrs. Willson with plffs. was adjusted between W. J. Q. Baker and plffs., or either of them, state when that adjustment was made. State, also, whether or not that, on that adjustment, said W. J. Q. Baker acknowledged that the amount due plffs. by Mrs. Willson, for which the note sued on was pledged as

collateral security, was ($10,623.15) ten thousand six hundred and twenty-three & $\frac{15}{100}$ dollars. If not that sum, what amount was it admitted to be?

Int. 7. Is it not a fact that the plffs. and W. J. Q. Baker had a settlement of the account of Mrs. N. J. Willson on or about the 3rd of Feby., 1872?

Int. 8. If you say the parties settled the a/c of Mrs. Willson, state how it was settled. Were the notes left as collateral security after the said settlement, or was it agreed that the said Baker abandoned all interest that he might have in this note to plffs.? If that was not the agreement, state fully what the settlement was.

Int. 9. Have the plffs. ever received anything from the bankruptcy estate of the said Mrs. N. J. Willson or from any other source
95 than as shown on the sheet hereto annexed, No. 1?

Plffs. also pray for general relief.

MORRISON & FARMER, *Attys.*

Defendants, waiving service of the foregoing interrogatories and notice, and reserving all legal objections to the competency of the evidence, ask that the witnesses named above be required to answer the following x-interrogatories, to wit:

First. State the exact time when the note sued on was placed in possession of John Chaffe & Bro. by W. J. Q. Baker.

Second. Was there not a counter-letter executed by John Chaffe & Bro. explaining the terms and character of the deposit by Baker, & delivered to Baker at the same time? If you , annex the same or a sworn copy thereof to your answer hereto.

Third. Were there any internal-revenue stamps attached to the note sued on at the time you received it from Baker?

Fourth. Did not you know, or did not Baker tell you, at the time of the deposit of the note with you, that it constituted a part of his interest in the railroad?

FRANK P. STUBBS,
For Defts.

MARCH 12, 1873.

96 By reason of the law and the evidence in this case being in favor of the plffs., it is ordered, adjudged, and decreed that a commission issue as prayed for, returnable on the 22d day of March, 1873.

Done and signed in chambers, this 15th day of March, 1873.

ROBT. RAY,
Judge 14 *Dist.*

JOHN CHAFFE & BRO.
vs.
J. T. LUDELING ET AL., W. J. Q. BAKER, inte'venor.

Service of the interrogatories to John Chaffe and others is waived. The inte'venor objects to each and every one of the questions and answers thereto, and reserves the right to urge all legal objections to the testimony if offered. He objects to each interrogatory on the ground that no evidence can be introduced and no trial had as to the note sued on until a settlement is first had between the plaintiffs and Mrs. N. J. Willson, and the amount definitively fixed and ascertained before the plaintiffs can have any interest in the collateral or pretended
97 use it. He further objects to any parol testimony as to the conditions under which the note was deposited as collateral, when

there is written evidence of it, or it is shown that there was and is no written on the subject. He further objects to the proof of a portion of the account of Mrs. N. J. Willson without producing the whole account. If the suit was on the account as attached, Mrs. N. J. Willson would not be bound to answer, but would be entitled to a view of all the accounts from beginning to end. He further objects to the testimony on the ground that it is not admissible under the pleadings, contradicts the allegations of the petition, and is not pertinent to the issue. He further objects to the testimony as inadmissible. an attempt to hold the collateral for the debt of Mrs. N. J. Willson, which is prescribed, which the inte'venor is not bound to pay, which Mrs. N. J. Willson never promised to pay, and without showing that they ever took any steps to secure nor made any effort to collect or secure in any shape or manner, and to prove by the witnesses a liability on the part of the inte'venor for the debt of wife, after the marriage. This could not be done legally parol.

98 If these objections are overruled, then the inte'venor propounds the following interrogatories:

1. When did the firm of John Chaffe & Bro. commence to do business for Mrs. N. J. Willson? When did they cease? Annex to your answer sworn extracts from your books of all the accounts, notes, drafts, bills, account of sales of cotton for the whole time you did business for her.

2. Did Mrs. Willson ever give you any notes during the time you did business for her? If yea, where are the notes? What did you do with them? What does your books show you did with them? Annex sworn extracts of all the statements made on your books in regard to the said notes.

R. G. COBB, *Atty.*
W. J. Q. BAKER, *Inte'venor.*

Offers testimony Jno. Chaffe, Charles Chaffe, Wm. H. Chaffe, & Dr. John W. Glenn, taken by commission filed 22 March, 1873.

99 UNITED STATES OF AMERICA,
The State of Louisiana, Parish of Orleans,
City of New Orleans:

Deposition of witnesses taken and subscribed before W. L. Evans, second justice of the peace for the parish of Orleans, in the State of Louisiana, duly elected, sworn, commissioned, and acting as such, on the 20 day of March, A. D. eighteen hundred and seventy-three, between the hours of 2 o'clock p. m. and 9 o'clock p. m. of said day, at plffs.' counting-room, in the city of New Orleans, parish of Orleans and State of Louisiana, in pursuance of a commission hereto annexed and to be read as evidence in a certain cause now pending in the 14th judicial dist. court, parish of Ouachita, Louisiana, wherein John Chaffe & Bro. are plffs. and J. T. Ludeling et als. are defendants, W. J. Q. Baker, inte'venor, John Chaffe, Chas. Chaffe, W. H. Chaffe, & Dr. Jno. W. Glenn are witnesses on the part of the plffs. Witnesses, known to me to be of lawful age, being to me, at the time and place aforesaid, produced, and being by me first duly sworn according to law to
100 testify the truth, the whole truth, and nothing but the truth in regard to the matters in controversy in the suit aforesaid, did then and there, on their oath aforesaid, depose and say and answers as follows, to wit:

JOHN CHAFFE, who, being duly sworn, makes answers as follows, to—

Int. 1. Plffs. received the annexed note into their possession in the year 1867 or early in 1868.

Int. 2. It was left with us as security for Mrs. N. J. Willson's a/c by W. J. Q. Baker; the consideration of said transfer was a credit to Mrs. N. J. Willson's a/c for which it had been left by W. J. Q. Baker, who negotiated the transaction for Mrs. N. J. Willson as her agent, and by whose order it was transferred to her a/c, and was endorsed by W. J. Q. Baker to us when first pledged to the firm.

Int. 3. By W. J. Q. Baker of the parish of Ouachita, La., as security for Mrs. N. J. Wilson's a/c, and subsequently ordered by him to be credited to her a/c, and taken as ours absolutely.

Int. 4. W. J. Q. Baker did assure me by saying that he would guarantee the payment of what Mrs. N. J. Willson might get from us and would pay the same if she did not, and voluntar'y placed in our possession the note above referred to.

Int. 5. Yes; on the 3 Feby., 1872, by W. J. Q. Baker.

Int. 6. It was, by W. J. Q. Baker, on the 3 Feby., 1872; and at
101 the time of adjustment W. J. Q. Baker acknowledged that the amt. due plffs. by Mrs. N. J. Willson and himself as surety was to the amount of ($10,623.15) ten thousand six hundred and twenty-three $\frac{15}{100}$ dollars.

Int. 7. Yes.

Int. 8. The a/c of Mrs. N. Wilson was settled by W. J. Q. Baker, who abandoned all his interest into the note herein sued on, together with another note made by Mrs. Warfield and endorsed to us by him, which were credited to and in settlement of said a/c.

Int. 9. No.

Cross-intg. by defdt.:

Int. 1. It was in 1867 or 1868.

Int. 2. Not that I remember or have any data of.

Int. 3. Yes.

Int. 4. Baker told me that he wanted to secure us, and that the note sued on was negotiable and would be good to me as the holder thereof, and that they would be bound to pay it to us with his endorsement on it.

Cross-int. by inte'venor:

Int. 1. On the 8th *Dec.* of Oct., 1866, and ceased on the 3 day
102 of Feby., 1872. It is impossible for the a/c, sales, &c., to be furnished within the delay allowed before the time of trial of this cause, but all have been rendered and exhibited to W. J. Q. Baker or Mrs. N. J. Willson, & settlement made as stated on the 3d Feby., 1872, & I presume said a/c sales are in the possession of W. J. Q. Baker & wife, formerly Mrs. N. J. Willson, they, the a/c, &c., having been regularly rendered and accepted without objection and settlement made as stated in answer to direct interrogatories which are adopted as answers hereto.

Int. 2. Yes; she gave the firm two notes dated Feby. 27, 1867, each for ($5,000) five thousand dollars, due at nine (9) & ten (10) months after date, which were charged in her a/c when due, & included in the settlement had, and are annexed and made part of answers to commission in suit No. 1020 of the docket of the 14 judicial dist. court.

JOHN CHAFFE.

Sworn to and subscribed before me this 20 day of March, 1873.

W. L. EVANS,

Second Justice Peace, Parish of Orleans, La.

Dr. JNO. W. GLENN, who, being duly sworn, doth make answers as follows to—

Int. 1. I do not know.

103 Int. 2. I do not know under what circumstances John Chaffe & Bro. acquired possession of said note.

Int. 3. By W. J. Q. Baker.

Int. 4. I only know that at the time of settlement of Mrs. Willson's a/c W. J. Q. Baker requested the note of John T. Ludeling to be credited on Mrs. Willson's a/c absolutely, which was done.

Int. 5. I know of but one adjustment of the a/c of Mrs. Willson, & that was between plffs. & W. J. Q. Baker, on the 3 Feby., 1872.

Int. 6. The adjustment of the a/c of Mrs. Willson was made on the 3d Feby., 1872, at which time Mrs. Baker was present, and approved of said settlement.

Int. 7. Yes.

Int. 8. As per statement No. 3, annexed hereto & made part hereof, which shows that the notes were parted with absolutely, & this *this* done in my presence & with my knowledge.

Int. 9. Not to my knowledge.

Cross-int. by defdt.:

Int. 1. I do not know.

Int. 2. Not that I know of, & I know of no such letter.

Int. 3. The note was stamped when I first saw it.

Int. 4. No.

104 Cross-int. by inte'venor:

Int. 1. The books show that they, plffs., began business with Mrs. Willson Dec. 8, 1866, & ceased Feby. 3, 1872.

Int. 2. The books show she did, & also show that they were charged up at maturity, & are attached to commission in suit No. 1020, of the 14 judicial dist. court.

J. W. GLENN.

Sworn to and subscribed before me this 20 day of March, 1873.

W. L. EVANS,
Second Justice Peace, Parish of Orleans, La.

WILLIAM HAMILTON CHAFFE, who, being duly sworn, makes answers as follows to—

Int. 1. In 1867 or 1868.

Int. 2. The circumstances of acquiring the possession of the note was a collateral security, but it was afterwards transferred to Jno. Chaffe & Bro. absolutely for credit of Mrs. N. J. Willson.

Int. 3. By W. J. Q. Baker, of Ouachita Parish.

Int. 4. W. J. Q. Baker induced John Chaffe & Bro. to credit Mrs. N. J. Willson, & assured them he would see it paid; that was good beyond question.

Int. 5. The a/c of Mrs. N. J. Willson was adjusted & settled
105 with W. J. Q. Baker, as per copy of statement No. 3, hereto attached.

Int. 6. The settlement was made Feby. 3, '72, the amount being ten thousand six hundred & twenty-three $\frac{15}{100}$ dolls., which settlement he accepted & closed as per copy of statement No. 3, hereto attached.

Int. 7. He did.

Int. 8. W. J. Q. Baker made absolute transfer of all his interest in said note to John Chaffe & Bro.

Int. 9. No.

Cross-int. by defdt.:

Int. 1. Some time during the year 1867 or 1868.

Int. 2. I can; no evidence of counter letter being of , know of no such letter having been given.

Int. 3. They are attached.

Int. 4. I do no' know.

Cross-int. by inte'venor:

Int. 1. Dec. 8, 1866, & closed the a/c Feby. 3, '72.

Int. 2. She gave Jno. Chaffe & Bro. two notes of five thousand dollars each, dated Feby. 27, 1867, due nine & ten months after date respectively; the notes are charged up in her a/c & cancelled.

WM. H. CHAFFE.

106 Sworn and subscribed before me this 20 day of March, 1873.

W. L. EVANS,

Second Justice Peace, Parish of Orleans, La.

CHAS. CHAFFE, who, being duly sworn, doth make answer as follows to—

Int. 1. Don't know when it came into our possesion, but found it in the office soon after my removal to New Orleans in 1868.

Int. 2. I was not present at the time of transfer, but find the transfer on the books to agree with the a/c rendered.

Int. 3. Of my own knowledge do not know, but have always understood that it was done by W. J. Q. Baker, which said Baker, after my removal to New Orleans, reiterated to me, namely, that he would see the a/c paid.

Int. 5. It was adjusted by W. J. Q. Baker as per a/c rendered Feby. 3, 1872, with me, & Jno. Chaffe being present also.

Int. 6. Adjustment was made Feby. 3, 1872, & Mrs. Willson's a/c was ten thousand six hundred & twenty-three $\frac{15}{100}$ dollars, without
107 credits, & that said W. J. Q. Baker acknowledged the a/c & amount to be correct & entirely satisfactory to him.

Int. 7. Yes; it is a fact W. J. Q. Baker did settle Mrs. N. J. Willson's a/c with the plffs. in New Orleans on the 3d day of Feby., 1872.

Int. 8. Mrs. Willson's a/c was settled as per a/c annexed & numbered 3, and the notes were not held as collateral security after the settlement, W. J. Q. Baker having transferred the same, and we became the absolute owners, W. J. Q. Baker having no interest in them after the settlement.

Int. 9. No; have never received anything other than was shown in the a/c.

Cross-int. by the defdt.:

Int. 1. I do not know.

Int. 2. I have never seen or known of such letter.

Int. 3. I did not receive it from Baker, and do not know whether there was any revenue-stamps on it then, but find them there when I first saw the note.

Int. 4. Had no conversation with me at the time he deposited the note, I not being in New Orleans at the time.

108 Cross-int. by intervenor:

Int. 1. The books show the a/c commenced Dec. 8, 1866, & closed Feby. 3, 1872.

Int. 2. The books show that Mrs. Willson gave the firm two notes, each for five thousand dollars, dated Feby. 27, 1867, due 9 & 10 months after date, which were charged up to he' a/c when due & included in the settlement had & annexed & cancelled in suit 1020.

CHAS. CHAFFE.

Sworn to & subscribed before me this 20 day of March, 1873.

W. L. EVANS,
Second Justice of Peace, Parish of Orleans, La.

The State of Louisiana, parish of Orleans, city of New Orleans.

I, W. L. Evans, second justice of the peace for the parish of Orleans, duly elected, sworn, commissioned, and acting as such in and for the city of New Orleans, in the parish of Orleans and State of Louisiana, do hereby certify and make known that the foregoing deposition of Jno. Chaffe, Chas. Chaffe, W. H. Chaffe, & Dr. Jno. W. Glenn, were
109 taken before me on the twentieth day of March, A. D. eighteen hundred and seventy-three, at the time and place in the caption hereof mentioned.

That the examinations, responses, and statements of each of said deponents were reduced to writing by my clerk, and by the said deponents respectively sworn to and subscribed in my presence, at the time and place aforesaid.

In testimony whereof I, W. L. Evans, second justice of the peace for the parish of Orleans aforesaid, do hereunto set my hand at the city of New Orleans, in the State of Louisiana, this 20 day of March, A. D. eighteen hundred and seventy-three.

W. L. EVANS,
Second Justice of the Peace for the Parish of Orleans.

110 Costs: Commissioner's fees, paid by plffs., $10.

W. L. EVANS,
Second Justice of the Peace for the Parish of Orleans.

Offers account annexed to the commission, and referred to by the witnesses:

Int. 9. No.

Cross-int. by defdt.:

Int. 1. Some time during the year 1867 or 1868.

Int. 2. I can; no evidence of counter letter being of , know of no such letter having been given.

Int. 3. They are attached.

Int. 4. I do no' know.

Cross-int. by inte'venor:

Int. 1. Dec. 8, 1866, & closed the a/c Feby. 3, '72.

Int. 2. She gave Jno. Chaffe & Bro. two notes of five thousand dollars each, dated Feby. 27, 1867, due nine & ten months after date respectively; the notes are charged up in her a/c & cancelled.

WM. H. CHAFFE.

106 Sworn and subscribed before me this 20 day of March, 1873.

W. L. EVANS,

Second Justice Peace, Parish of Orleans, La.

CHAS. CHAFFE, who, being duly sworn, doth make answer as follows to—

Int. 1. Don't know when it came into our possesion, but found it in the office soon after my removal to New Orleans in 1868.

Int. 2. I was not present at the time of transfer, but find the transfer on the books to agree with the a/c rendered.

Int. 3. Of my own knowledge do not know, but have always understood that it was done by W. J. Q. Baker, which said Baker, after my removal to New Orleans, reiterated to me, namely, that he would see the a/c paid.

Int. 5. It was adjusted by W. J. Q. Baker as per a/c rendered Feby. 3, 1872, with me, & Jno. Chaffe being present also.

Int. 6. Adjustment was made Feby. 3, 1872, & Mrs. Willson's a/c was ten thousand six hundred & twenty-three $\frac{15}{100}$ dollars, without
107 credits, & that said W. J. Q. Baker acknowledged the a/c & amount to be correct & entirely satisfactory to him.

Int. 7. Yes; it is a fact W. J. Q. Baker did settle Mrs. N. J. Willson's a/c with the plffs. in New Orleans on the 3d day of Feby., 1872.

Int. 8. Mrs. Willson's a/c was settled as per a/c annexed & numbered 3, and the notes were not held as collateral security after the settlement, W. J. Q. Baker having transferred the same, and we became the absolute owners, W. J. Q. Baker having no interest in them after the settlement.

Int. 9. No; have never received anything other than was shown in the a/c.

Cross-int. by the defdt.:

Int. 1. I do not know.

Int. 2. I have never seen or known of such letter.

Int. 3. I did not receive it from Baker, and do not know whether there was any revenue-stamps on it then, but find them there when I first saw the note.

Int. 4. Had no conversation with me at the time he deposited the note, I not being in New Orleans at the time.

108 Cross-int. by intervenor:

Int. 1. The books show the a/c commenced Dec. 8, 1866, & closed Feby. 3, 1872.

Int. 2. The books show that Mrs. Willson gave the firm two notes, each for five thousand dollars, dated Feby. 27, 1867, due 9 & 10 months after date, which were charged up to he' a/c when due & included in the settlement had & annexed & cancelled in suit 1020.

CHAS. CHAFFE.

Sworn to & subscribed before me this 20 day of March, 1873.

W. L. EVANS,
Second Justice of Peace, Parish of Orleans, La.

The State of Louisiana, parish of Orleans, city of New Orleans.

I, W. L. Evans, second justice of the peace for the parish of Orleans, duly elected, sworn, commissioned, and acting as such in and for the city of New Orleans, in the parish of Orleans and State of Louisiana, do hereby certify and make known that the foregoing deposition of Jno. Chaffe, Chas. Chaffe, W. H. Chaffe, & Dr. Jno. W. Glenn, were
109 taken before me on the twentieth day of March, A. D. eighteen hundred and seventy-three, at the time and place in the caption hereof mentioned.

That the examinations, responses, and statements of each of said deponents were reduced to writing by my clerk, and by the said deponents respectively sworn to and subscribed in my presence, at the time and place aforesaid.

In testimony whereof I, W. L. Evans, second justice of the peace for the parish of Orleans aforesaid, do hereunto set my hand at the city of New Orleans, in the State of Louisiana, this 20 day of March, A. D. eighteen hundred and seventy-three.

W. L. EVANS,
Second Justice of the Peace for the Parish of Orleans.

110 Costs: Commissioner's fees, paid by plffs., $10.

W. L. EVANS,
Second Justice of the Peace for the Parish of Orleans.

Offers account annexed to the commission, and referred to by the witnesses:

(Copy.)

Mrs. N. J. Willson in ac. with Jno. Chaffe & Bro.

		8 %.	Days.	Interest.
1867.	In ⅜ to Feb'y 3, '72:			
Dec. 7.	To bal. due, as per ⅜ ren'd	4,922 14	1,517	1,559 23
	Invoice	57 39	1,514	19 16
20.	Pd. dr'ft	158 45	1,504	52 82
	Amt. your note, due date	5,000 00	1,444	1,660 02
'72.				
Feb'y 2.	Int. bal. our favor, as per margin	485 17		
		10,623 15		3,291 23
111	CREDITS.			
1867.				
Dec. 18.	By pro. 16 b. f. cotton	883	1,506	295 51
'69,				
Feb'y 6.	" note Jno. T. Ludeling, prest., endorsed by & to order of W. J. Q. Baker, due date, with int. from Feb'y 3, 1866, 8 %	5,168 08	2,186	2,510 55
'72.				
Feb'y 2.	Balance interest			485 17
	" down	4,572 07		
		10,623 15		3,291 23
'72.				
Feb'y 2.	To balance down, cash, at debit E. & E., New Orleans. Feb'y 2, '72. JNO. CHAFFE & BRO., Per GLENN.	4,572 07		
Feb'y 3.	By note Eliza W. Warfield, $5,000, transferred to us by W. J. Q. Baker: by int. on same, 4 yrs. & 9 mos., 1,900			6,900 00
	To amt. credit on above note	2,327 93		
		6,900 00		6,900 00

New Orleans, Feb'y 3, '72.

JNO. CHAFFE & BRO.,
Pr G.

112 Offers: A certified copy of the bankruptcy proceedings of W. J. Q. Baker. (Infra, p.)

Offers: A certified copy of the bankruptcy proceedings of Mrs. N. J. Willson. (Infra, p.)

It is agreed that in case this suit is carried on appeal to the supreme court, the two last-mentioned copies be annexed to the transcript without being copied.

Offers: The evidence taken on the trial of the exception filed 18 April, 1872.

Plffs.' evidence.

JOHN T. CHAFFE & BRO.
vs.
JNO. T. LUDELINGET AL. } #979.

Certified copy of he deed of the sheriff, M. C. Hardy, to Jno.

113 T. Ludeling et al., of the Vicksburg, Shreveport & Texas Railroad. (Ante, p. 92.)

F. P. STUBBS, sworn, says:

Capt. Farmer presented the petition in this suit to me before is was filed. I returned it. Mr. Farmer handed the petition to me & asked me to acknowledge service as atty. for the railroad company. I was busy at the time & laid it on my table & examined it as soon as I had leisure, & there was what I considered to be language in it that was exceedingly objectionable to myself & others associated with me. I then returned the petition to Col. Morrison & told him that I declined to acknowledge service on account of language contained in the petition. He asked me to call his attention to the objectionable language, which I did, & after some conversation with him I left. At the time I doubted my authority to represent them in their individual capacity, but I was atty. for the railroad company. When I called your attention to the objectionable language your reply was that it was to enable you to
114 make such proof as to bind the parties in solido, & my reply to that was that, as to liability in solido, there was no question about it, & I did not think it would be raised. I acknowledged to you my liability in solido for the debt, & I told you that I thought the fight would be between plffs. & inte'venor. At the date the obligation was sued on the defendants were associated with others mentioned in the deed in running a railroad from Monroe to Delhi, under the name of Vicksburg, Shreveport & Texas R. R. Co. I don't recollect of making any contracts or issuing any obligations in the name of Jno. T. Ludeling & associates; it might have been done. I don't recollect of ever buying any property in the name of Jno. T. Ludeling & associates for the benefit of the company after the deed.

There was never any written agreement except the deed recorded in any of the public offices of this parish as to the terms of our agreement & association that I know of.

X-exd.:

115 The conversation between Mr. Morrison & I, in regard to the acknowledgement of service, was as stated in my individual capacity. I was not pretending to act as the representative of those who were acting with me.

C. H. MORRISON, sworn, says:

Previous to preparing the petition in this case, I examined the recorder's office to see if I could find any act of copartnership or agreement under which they were acting recorded there, & could find nothing except the deed, a copy of which has been introduced in evidence. I then went to J. F. McGuire, sec'y of the N., L. & T. R. R. Co., who I believe has been acting sec'y ever since the purchase of the Ra. R. by defts. & others, as shown by *by* the deed, & asked him to allow me to examine the records & minutes of the proceedings of the co. from the date of the purchase up to the act of incorporation of the N., L. & T. R. R., with a view of ascertaining in what capacity the parties were acting, what the agreement was between themselves as to their liabilities & responsibilities. His reply was that there was no record in the office showing any agreement or any act of organization after the purchase.
116 I then asked him if there was any writing in the office which the acts of partnership which *which* had not be' recorded. He said that there was none that he knew of. At the time Stubbs speaks of

returning the petition to me & his objections to the language as stated by him, it was my understanding that while he did not intend to bind the other defdts. absolutely, I understood him to express their views as well as his own; with that understanding I erased before filing that part of the petition which he considered objectionable.

Offers in evidence, petition & acc't annexed, answer, pleadings, & judgment in case of Carriere & Logan vs. Jno. T. Ludeling & associates, & letters of J. F. McGuire, sec'y, annexed thereto.

CARRIERE & LOGAN
vs.
J. T. LUDELING ET AL. } No. 618.

To the hon'l the judge of the twelfth judicial district court in and for the parish of Ouachita, State of Louisiana.

117 The petition of Oscar Carriere and George D. Logan, of the city of New Orleans, trading and doing a commercial business in said city, under the firm-name and style of Carriere & Logan, with respect show that John T. Ludeling, John Ray, Francis P. Stubbs, William R. Gordon, and Wesley J. Q. Baker, of your said parish of Ouachita, George C. Waddell of the parish of Madison, William M. Pinchard of the city of New Orleans, and James U. Horne of the State of Georgia, are legally and justly indebted in solido to your petitioners in the just and full sum twelve hundred and seventy-five dollars & $\frac{43}{100}$, ($1,275.43,) with eight per cent. interest thereon since the first of March, 1867, for this, on the said first of March, 1867, the said parties, defendant, purchased by their duly and legally constituted agent, Joseph F. McGuire, of your petitioners, goods, wares, and groceries to the amount of said sum of twelve hundred and seventy-five dollars & $\frac{43}{100}$, as per the account marked "A" hereto annexed, and made a part hereof for greater certainty, and a particular bill of items. Avers that said goods and
118 groceries were received and used for the use and benefit and by the said defendants. They further aver and show that the said defendants are bonded and associated together under the associate name of John T. Ludeling and associates, for the purpose of reconstructing and running a railroad from Monroe, La., east in the direction of the city of Vicksburg, Miss., and in carrying freight and passengers for hire, and in the buying and selling real and personal property for a profit.

Wherefore they aver that as commercial partners the said defendants are liable to petitioners in solido as common carriers. They further show that the said defendants, at the time of contracting said debt, represented to your petitioners that the members of said association were bound for the payment of it in solido.

They also aver that by the terms of their association they are bound and to be bound in solido towards all other persons. That they have admitted their obligation in solido for the payment of this debt. They further show that by the nature and terms of the association and of their business, they are liable to third persons in solido.

They aver amicable demand without avail, altho' defendants
119 admit the justness of plffs.' demand. Wherefore they pray that a curator ad hoc be appointed to represent the absentee, James U. Horne, and that all the defendants be duly cited to answer hereto, and upon a trial hereof that they have judgment in solido against all defendants for the said sum, with eight per cent. interest thereon from

the first of March, 1867, till paid, and costs of this suit. They also pray for general relief.

MORRISON & FANNER, *Attys.*

Service of the within waived, & also citation this 1st Oct., 1867.

JNO. T. LUDELING,
For Self & Associates.

I will pay the within sum, one year from date, 15 March, 1869.

JNO. T. LUDELING.

Offer two letters of Jno. T. Ludeling to C. H. Morrison & Carriere & Logan: 1st dated 20 May, 1870; 2nd dated 3 June, 1870.

120 NEW ORLEANS, *May* 20, 1870.

Col. C. H. MORRISON:

SIR: Your note, with account against railroad company, has been received. In consequence of the press of my official duties, I got Mr. Ray to attend to the finances of the company. I am not able to say now, within certainty, whether he will be able to pay the amount on his return, on the 25th ins., from Washington; but at all events it shall be settled soon after.

Respectfully,

JNO. T. LUDELING.

NEW ORLEANS, *June* 3, 1870.

Mess. CARRIERE & LOGAN,
N. Orleans:

GENTLEMEN: I spoke to Mr. Ray relative to the bill you have against the railroad company. He says it is impossible to pay the bill at present.

I regret this greatly, but I cannot remedy it. I trust that ar-
121 rangements may be made soon to enable the company to pay this debt.

Respectfully,

JNO. T. LUDELING.

14 judicial district court, parish of Ouachita, State of Louisiana.

CARRIERE & LOGAN
vs. } 618.
JOHN T. LUDELING ET AL.

By reason of the law and the evidence in this case being in favor of the plaintiffs, Carriere & Logan, and against the defendant John T. Ludeling, and plffs. having proven their demand, and the judgment by default not having been set aside after the lapse of more than two judical days, it is ordered, adjudged, and decreed that the plffs. do have and recover of the defendant, John T. Ludeling, the sum of twelve hundred and seventy-five dollars & $\frac{43}{100}$, ($1,275.43,) with eight per cent. interest thereon since March 1st, 1867, and costs of this suit.

122 It is further ordered, adjudged, and decreed that there be judgment as in case of non-suit as to the other defendants.

Read and signed in open court, this the 23 day of November, 1870.

ROBT. RAY,
Judge 14 *Dist.*

Offer: Written statement of Judge Ludeling on back of the petition. (Ante, 148.)

The interest is claimed from the date of the acct. sued on or about 1st March, 1867. The acct. mentioned in the letter from Ludeling to me, sued on in the suit of Carriere & Logan vs. Ludeling associates, was detached from the petition & sent to Ludeling, & the acct. was never returned to me, that I have any recollection of, & I think it was not.

I certify the above & foregoing 4 pages to be all the evidence adduced, & documents filed in evidence on the trial of this case.

SAML. S. TATUM, *Dy. Clk.*

This 18 April, 1872.

123 It is admitted that Mrs. N. J. Willson and Mr. W. J. Q. Baker were married on the 9th day of April, 1868.

Offers in evidence against intervenor the plaintiffs' petition in case 1020.

The petition of the intervenor and the notes sued on, with the endorsement in case 1020, Jno. Chaffe & Bro. vs. Mrs. E. W. Warfield. W. J. Q. Baker, intervenor.

Ante, p. 1.
Ante, p.
Ante, p.
Ante, p.
Ante, p.

Offer: The testimony of Jno. Chaffe, Wm. H. Chaffe, Charles Chaffe, and Dr. Jno. W. Glenn, taken by commission in case 1020 of Jno. Chaffe vs. Warfield, Baker intervenor, filed March 22, '73, which is received by the court, subject to the same objections and bills of exceptions
124 as are taken to the testimony of the same witnesses in this case, and *and* the further objection that the testimony is res inter alios acta. (Ante, p. .)

Offer: The two notes of Mrs. N. J. Willson for five thousand dollars each, dated February 27, 1867, and the cancellation written across their face:

$5,000.] MONROE, *Feby.* 27, 1867.

Nine months after date I promise to pay John Chaffe & Bro., or order, five thousand dollars, with eight per cent. interest from maturity until paid, value received.

N. J. WILLSON.

(Across the face:) Ne varietur. Mortgage stamped, February 27, 1867.

CHAS. DELERY, *Recorder.*

Cancelled and chd. to a/c.

125 $5,000.] MONROE, *Feby.* 27, 1867.

Ten months after date I promise to pay John Chaffe & Bro., or order, five thousand dollars, with eight per. cent. per annum interest from maturity until paid, value received.

N. J. WILLSON.

(Across the face:) Ne varietur. Mortgage stamped February 27, 1867.

CHAS. DELERY,
Recorder.

Cancelled and ch'd to a/c.

JOSEPH F. MCGUIRE, duly sworn, says:

I know Jno. T. Ludeling, F. P. Stubbs, Jno. Ray, W. R. Gordon, all defendants in this case. These four were a part of the company that bought the V. S. & T. R. R. at the sheriff's sale in February, 1866. They took possession of the railroad immediately after the sale, and have, in connection with others, been operating it as a railroad since. On the 6 November, 1866, the defendants in this suit, with others who had purchased stock in the company, were operating the railroad.

126 Cross-examined by defendants:

The defendants, with other stockholders, operated the railroad under the charter of the Vicksburg, Shreveport & Texas R. R., since which time it has been operated under that charter. Jno. T. Ludeling was president of the railroad company Nov. 6, 1866. I recognize the instrument attached to plaintiff's petition as one of the notes of the company, executed on the 6 November, 1866. I recognize the signature of Jno. T. Ludeling as president and myself as secretary as genuine, and the impress of the seal of the V. S. & T. R. R. as made by myself. The note, at the time it was executed and handed to Mr. Baker, had no U. S. revenue-stamps on it.

Offer: Petition acknowledgment of service endorsed thereon, and the endorsement of Jno. T. Ludeling.

"I will pay the within one year from date, 15 November, '69.
(Signed) "JOHN T. LUDELING."

127 Judgment dated 23 November, 1870, in case of Carriere & Logan vs. Jno. T. Ludeling et al., No. 618. (Ante, p. 144.)

Admitted that subsequent to the judgment Jos. F. McGuire, treas. N. La. & Texas R. R. paid C. H. Morrison, as the attorney of plaintiffs, the amount of the judgment.

Offer: Copy of mortgage from N. J. Willson to Chaffe & Bro., 27th February, 1867.

STATE OF LOUISIANA,
Parish of Ouachita:

Before me, Charles Delery, parish recorder in and for said parish and State, duly qualified, personally came and appeared Mrs. Narcissa J. Willson, resident of said parish and State, who declared and acknowledged that she has this day made, executed, and signed her two promissory notes, corresponding and bearing even date herewith, to and in favor of John Chaffe & Brother, commission-merchants of the city of New Orleans, in the State of Louisiana, one for the sum of five thousand dollars, with eight per cent. per annum interest thereon
128 from maturity until paid, payable nine months after day, and the other for the sum of five thousand dollars, with eight per cent. per annum interest thereon from maturity until paid, payable ten months after date, which said two notes are identified with these presents by the paraph and signature "ne varietur" of me, the said notary. And the better to secure the true and punctual payment of the said notes, together with the accruing interest thereon, the said Narcissa J. Willson has mortgaged, hypothecated, and affected, and does by these presents hereby mortgage, hypothecate, and affect the following-described property to stand mortgaged, hypothecated, and affected to and in favor of the said John Chaffe & Brother, herein represented by W. J. Q. Baker, esq., of Monroe, Louisiana, who accepts said mort-

gage for and behalf of the said John Chaffe & Brother until the full and entire payment of the said two notes, and the accruing interest thereon, to wit: All that tract of land lying, being, and situated in the parish of Ouachita, in the State of Louisiana, on the Bayou de Siard, bounded on the east by lands owned and occupied by J.
129 N. T. Richardson; on the west by lands owned and occupied by J. T. Mason, extending on both sides of the Bayou de Siard, and running back and in the rear of the tracts east & west, so as to include all the lands belonging to the said N. J. Willson attached to her plantation called "Limerick," on which she now resides and cultivates as a cotton-plantation, containing eight hundred acres, more or less. In faith whereof the said Narcissa J. Willson has hereto signed her name, in presence of P. Z. Ranson & J. H. Willson, witnesses of lawful age, and domiciliated in said parish and State, who have also signed, together with the said W. J. Q. Baker, esq., and me, the said recorder, on this 7th day of February, 1867.

In testimony whereof I have hereto signed my name and affixed my seal of office, the day and date above written.

The parties hereto agree to dispense with the production of the certificate of mortgages required by articles 3328 of the civil code of this State, & exonerate me, recorder, from any liability for passing this act without its production.

NARCISSA J. WILLSON.
W. J. Q. BAKER.

P. Z. RANSON,
J. H. WILLSON.

CHAS. DELERY, *Recorder.*

130 I certify the foregoing to be a true copy of the original on file in my office.

Witness my signature and seal of office, at Monroe, on this 27 day of February, A. D. 1867.

CHAS. DELERY, *Recorder.*

[5-cent int.-rev. stamp, cancelled 27 Feby., 1867, C. D.]

(Endorsed:) Rev.-stamp paid on original.

Offer: Petition, confession of judgment, execution & sheriff's return thereon, and certificate of mortgages annexed to the sheriff's return in case of The Citizens' Bank vs. Mrs. N. J. Willson, No. 150 on the docket of the district court of Ouachita.

To the hon'l the judge of the twelfth judicial district court, in and for the parish of Ouachita, State of Louisiana:

131 The petition of the Citizens' Bank of Louisiana, a duly incorporated banking institution domiciliated in the city of New Orleans, by the president thereof with respect represents that heretofore, to wit, on the fourteenth day of November, A. D. 1861, Mrs. Narcissa Jane Willson, of the parish of Ouachita aforesaid, made, signed, & executed her certain promissory note, whereby, six months after, she promised to pay to the order of Mess. Pilcher & Goodrich, at their counting-house in the city of New Orleans, seven hundred and twenty-nine dollars & $\frac{84}{100}$, (729.84,) with eight per cent. interest thereon from maturity till paid, and that on the 19th of December, she, said Mrs. Narcissa J. Willson, made,

signed, and executed her certain other promissory note, whereby, six months after date, she promised to pay to the order of Mess. Pilcher & Goodrich, at their counting-house in the city of New Orleans, fourteen hundred dollars, ($1,400,) with eight per cent. interest thereon from maturity till paid.

Pet'r avers that the said bank, in its said corporate capacity, is now the true and legal holder of said notes, for a valuable considera-
132 tion before maturity. They aver that said Pilcher & Goodrich endorsed said notes to the said bank, which notes are annexed & made a part hereof, & on amicable demand without effect.

Wherefore, the premises considered, pet'r prays that you cause the said Mrs. Narcissa J. Willson to be duly cited to answer hereto, and, upon a trial hereof that there may be judgment against the said defendant and in favor of the said Citizens' Bank of Louisiana for the sum of the said two notes, with interest agreeably to their tenor, and for costs of this suit, & for general relief.

MORRISON & FARMER, *Attys.*

I hereby confess judgment for the amount and in the manner written upon the other side of this sheet of paper, "up" interlined.

N. J. WILLSON.

APRIL 12, 1866.

12 judicial district court, parish of Ouachita. April term, 1866.

133 THE CITIZENS' BANK OF LOUISIANA *vs.* MRS. N. J. WILLSON. } 150.

By reason of the law and the evidence in this case, and the further reason of the confession of the defendant being duly proven—

It is ordered, adjudged, and decreed that the plff. the Citizens' Bank of Louisiana do have and recover of the defendant, Mrs. Narcissa Jane Willson, the sum of twenty-one hundred twenty-nine & $\frac{84}{100}$ dollars, (2,129.84,) with eight per cent. interest thereon since the first day of January, 1866, and costs of this suit to be taxed, provided that if the defendant shall pay or cause to be paid annually on the first of March, 1867, 1868, 1869, and 1870, one-fourth of the principal sum of this judgment, and all the interest and costs due up to the date of the respective payments, no execution is to issue hereon. But if the said defendant fails to pay or cause to be paid the payments as above stated, execution is to issue for the amount due and demandable by the terms of this
134 judgment at the time of such failure, which is to have the same force and effect as an execution issued a twelve months' bond.

Read & signed in open court this the 14 day of April, 1866.

T. S. CRAWFORD,
Judge 12 *Dist.*

State of Louisiana, twelfth district court, parish of Ouachita.

CITIZENS' BANK *vs.* MRS. N. J. WILLSON. } 150

State of Louisiana to the sheriff of the parish of Ouachita, greeting:

We command you that by the seizure and sale of the property, real &

personal, rights and credits of Narcissa Jane Willson, in the manner prescribed by law, you cause to be made the sums of twenty-one hundred twenty-nine & $\frac{84}{100}$ dollars with eight per cent. interest from 1st January, 1866, and also the sum of five $\frac{35}{100}$ dollars costs, as well as your own costs and charges, to satisfy a judgment lately rendered against the
135 said N. J. Willson, in our twelfth judicial district court in the parish of Ouachita, in favor of the said Citizens' Bank.

And how you shall have executed this writ you make return to our said court in seventy days as the law directs.

Witness the honorable judge of said court this 6 day of January, A. D. 1868.

A. L. SLACK, *Clerk.*

Recd. in office on 6th day of January, 1868, and on the same day executed the within writ by seizing and taking into my possession the following described property, to wit: 22 head of mules, 1 pony, 5 wagons, 1 water-cart, 1 tumble-cart, 1,000 bushels of corn, more or less, 15 plows, 5 sweeps, 5 harrows, 20 hoes, 4 spades, 6 shovels, 10 axes, 20 pairs gear, 1 carriage, 4 cows, eleven (11) bales of cotton in the hands of W. W. Chapman, also the plantation on which defendants resides, on Bayou de Siard, in the parish of Ouachita in said State, bounded on the up-
136 per or east side by the lands and plantation of Mrs. Sarah Richardson; on the lower or west side by the lands and plantation of Josiah T. Mason, fronting ten arpents, more or less, on said bayou, and running back on each side of said bayou, north and south, so as to include all the lands belonging to and attached to said plantation, as it was owned and possessed by Jonathan Morgan in his life-time, containing twelve hundred acres, more or less, and occupied as a cotton plantation, together with all the buildings and improvements thereon; and on the 28th day of January, 1868, I advertised for sale the above-described property in the Louisiana Intelligencer, a weekly newspaper published in Ouachita Parish, which advertisement was continued more than thirty days, a copy of which advertisement is hereto annexed and made a part of this return, said sale to take place at the residence of the defendant, on the 7th day of March, 1868, on which day of sale, at the residence of the defendant, I offered the above-described property for sale to the highest bidder, in block, at the request of the defendant, and after reading the advertisement and description of property, the article six
137 hundred and seventy-nine (679) of the civil code of practice, together with a certificate of mortgages on said property; then after crying the same, I adjudicated the whole of said described property to J. F. Pargoud, he being the highest and last bidder, for the sum of twelve thousand five hundred dollars, which amount was paid and distributed as follows:

Six thousand one hundred and forty-four $\frac{72}{100}$ dollars were retained in the hands of the purchaser, to pay the first special mortgage in favor of S. Weil & Bro., on said property, not yet due.

Seven hundred and seventy-two $\frac{97}{100}$ dollars were paid to S. Weil & Bro., in full payment of the next judicial mortgage and fi. fa. in favor of Carey & McMerty.

Twenty-five hundred and two $\frac{46}{100}$ dollars were paid to C. H. Morrison, attorney for the Citizens' Bank, in full payment of this writ of fi. fa., being the next judicial mortgage in favor of the Citizens' Bank.

Six hundred and fifty-four $\frac{58}{100}$ dollars were paid to E. S. Austin, in full payment of the next judicial mortgage and fi. fa. in favor of E. S. Austin & Co.

138 And three hundred and seventeen $\frac{25}{100}$ dollars in full payment of all costs that had accrued in the above-mentioned costs. There being a balance of twenty-one hundred and eight $\frac{07}{100}$ dollars, that amount was credited on the notes of defendant, Mrs. N. J. Willson, in favor of Pilcher & Goodrich, said notes being secured by the next special mortgage on said property; and for further reference see certificate of mortgages hereto annexed and made a part of this return. Said notes being held and presented for payment by F. M. Goodrich, and the said amount being paid to him.

And the said J. F. Pargoud having, as above stated, complied fully with his bid, I conveyed said property to him by deed, bearing date 12 March, 1868, filed in the office of the clerk of the 12 judicial district court, and I return this writ to said office, fully satisfied in all respects.

RO. DORTCH, *Shff.*

139 THE STATE OF LOUISIANA,
Parish of Ouachita:

I, Charles Delery, recorder of mortgages in and for the said parish, duly commissioned and sworn, do hereby certify that after a careful examination of the mortgage records of my office, I find that the following mortgage' exist against the property of Narcissa J. Willson, situated in said parish of Ouachita, to wit:

1. A special mortgage in favor of S. Weil & Brother, for the sum of five thousand five hundred dollars, with 5 % interest from November 3, 1865, due 3 Nov., 1870, upon a tract of land lying on both sides of Bayou de Siard, east of Monroe, bounded on the east, or above, by a tract of land now owned by Mrs. Sarah Richardson, on the west or lower side by lands of J. T. Mason, extending on both sides of said bayou, and running back on both sides of the bayou for quantity, including all the lands now lying contiguous, and owned by said Mrs. N. J. Willson, upon which she resides, with all the buildings and improvements thereon.

140 Act. of mortgage recorded on the 3d Nov., 1865, in my office.

2. A judicial mortgage in favor of Carey & McMerty, for the sum of four hundred and ninety-five dollars, with 8 % interest from the 1st March, 1861, and costs.

Judgments recorded in my office on the 16th April, 1866.

3. A judicial mortgage in favor of the Citizens' Bank of Louisiana, for the sum of twenty-one hundred and twenty-nine $\frac{84}{100}$ dollars, with 8 % interest from January 1st, 1866, and costs.

Recorded in my office 17 April, 1866.

4. A judicial mortgage in favor of E. S. Austin & Co., for the sum of four hundred and thirty-seven $\frac{80}{100}$ dollars, 8 % interest, 1st of January, 1862, and costs.

Judgment recorded in my office on the 20th of April, 1866.

5. A special mortgage in favor of Pilcher & Goodrich, in liquidation for the sum of six thousand dollars, with 8 % interest from April 28, 1866, payable in equal installments of $1,500 each, respectfully, on the 15th of February, 1867, 1868, 1869, 1870, at the Citizens' Bank,

141 in New Orleans, which bears and exist upon a tract of land lying on both sides of Bayou de Siard, about 4½ miles east of Monroe, bounded on the east by Ingleside plantation, on the south & west by lands of J. T. Mason; for quantity this tract includes all the lands owned by said Mrs. Willson, & composing the plantation on which she resides, known as "Limerick."

Act. of mortgage recorded in my office on the 28th of April, 1866.

6. A judicial mortgage in favor of Thos. T. Parker, for the sum of twelve hundred and fifty dollars, and for the further sum of one hundred and twenty-five $\frac{50}{100}$, with 8 % interest from January 1st, 1863, and costs, with stay of execution until 1st May, 1868.

Judgment recorded in my office on the 16th of October, 1866.

7. A judicial mortgage in favor of J. Marsh Denman for two hundred and thirty-three $\frac{71}{100}$, with 5 % interest from the 28th of December, 1861, and costs, with stay of execution until May 1st, 1868.

142 Judgment recorded in my office October 16, 1866.

8. A special mortgage in favor of A. S. Mansfield for the sum of three thousand six hundred dollars, with 6 % interest from the 23d of December, 1867.

9. A special mortgage in favor of Warren G. Kennedy for the sum of twelve hundred dollars; both of these latter mortgages exist upon a certain tract of land known as the Limerick plantation, bounded east by lands of Mrs. Sarah Richardson, and on the west by lands of J. T. Mason, extending on both sides of Bayou de Siard, north & south, and in the rear of the other lands, so as to include all the lands owned and attached to the said plantation owned by Mrs. Willson.

Act. of mortgage (in one) recorded on the 27th February, 1867.

10. A. special mortgage in favor of John Chaffe & Bro., for the sum of five thousand dollars, with 8 % interest from the 27th of November, 1867, and the further sum of five thousand dollars, with 8 % interest from the 27th December, 1867, upon all that tract of land in

143 said parish of Ouachita, on Bayou de Siard, bounded on the east by lands of Mrs. Sarah Richardson, on the west by lands owned by J. T. Mason, more fully described above, and containing 800 acres more or less.

Mortgage recorded 27th Feb'y, 1867.

11. A judicial mortgage, in favor of Byrne & Shields, for the sum of two thousand six hundred and fifty-six $\frac{02}{100}$ dollars, with 8 % interest from April 26th, 1866.

Judgment recorded in my office on the 3d of April, 1867.

12. A judicial mortgage in favor of S. Weil & Brother for the sum of five thousand two hundred & ninety-eight $\frac{55}{100}$ dollars, with 8 % interest from the 20th December, 1866, subject to a credit of eight hundred and fifty-nine dollars on the 20th Dec., 1866, and for costs.

Judgment recorded on the 8th of April, 1867, in my office.

13. A judicial mortgage in favor of G. & H. King for two hundred & ninety-five $\frac{92}{100}$ dollars, with 8 % interest from April 3, 1862, and

144 8.50, with 8 % int. from Jany. 1st, 1863, and costs.

Judgment recorded in *in* my office 20th April, 1867.

14. A judicial mortgage in favor of C. Yale, jr., & Co., for ($1,000) one thousand dollars, with 8 % interest from April 20th, 1866, & costs, & judgment recorded 22d April, 1867, in my office.

In testimony whereof I hereunto sign my name & affix my seal of office on this 7th of March, 1868.

CHAS. DELERY,
Recorder.

Plaintiffs close.

Testimony for defendant.

W. J. Q. BAKER, duly sworn, says:

There were no U. S. revenue-stamps on the note sued on when in my

possession. I authorized no one to stamp this note nor to cancel the stamps.

145 It is agreed that in case of appeal the original note sued on shall be attached to the transcript.

Here follows original note in transcript. Chaffe & Bro. vs. Ludeling et al. 979.

Defendants close.

Testimony for intervenor.

Offers receipt dated January 27, 1868, signed by John Chaffe & Brother, marked "No. 1."

NEW ORLEANS, *Jany.* 27, 1868.

Recd. from W. J. Q. Baker a note of hand made by Eliza W. Warfield, dated May 3, 1867, for five thousand dollars, due and payable five years after date, bearing eight per cent. per annum interest, and said interest payable annually, paraphed Ne varietur, June 3, 1867.

146 Also a note signed by Jno. T. Ludeling, as president of Vicksburg, Shreveport, and Texas Railroad Company, for five thousand one hundred and sixty-eight $\frac{68}{100}$ dollars, dated Nov'r 6th, 1866, and payable or due the 3d Feb'y, 1869, to the order of Wesley J. Q. Baker, and by him endorsed, said note drawing int. at eight per cent. per annum from the 3d day of Feb'y, 1866, until paid—int. payable annually—which notes we hold as collateral security for the indebtedness of Mrs. N. J. Willson, which indebtedness was contracted by the said W. J. Q. Baker.

JOHN CHAFFE & BROTHER.

Offer account of Mrs. N. J. Willson in account with John Chaffe & Bro., credits commencing May 1st, 1867, closed New Orleans, September 21, 1867, marked "No. 2."

147 *Mrs. N. J. Willson in ℅ with Jno. Chaffe & Bro.*

		Amounts.	Interest.	Days.
1867.	CR.			
May 31.	By 1 box tobacco returned to L. Meyer, previously charged	80 80	.....	113
	Insurance on same	66	.....	"
	Commissions	2 12	2 10	"
April 1.	Proc'd yr. note for 5,000, dated 27 Feby., 1867, due 30 Dec., 1867, disctd. for yr. benefit	4,279 18	164 50	173
July 1.	Proc'd yr. note for $5,000, date 27 Feb'y, '67, due 30 Nov. '67, disct'd for your benefit	4,573 75	83 35	82
	Total to credit	8,936 51	249 95	.....
'66.	DR.			
Dec. 8.	To invoice sundries pr. Vicksburg	246 39	15 68	287
20.	Pd. str. Vicksburg fr't bill	27 25	1 65	275
'67.				
Jan'y 9.	Invoice of sundries	438 20	24 81	250
16.	do. sundries	254 01	17 41	248
16.	" corn-meal	61 90		
21.	Paid str. Grey Eagle up frt. bill	35 50	1 90	243
148 23.	do. do. do.	7 50	40 00	241
Feby. 2.	Paid dr'ft favor G. P. Work	500 00	25 66	231

Mrs. N. J. Willson in ⅜ with Jno. Chaffe & Bro.—Continued.

			Amounts.	Interest.	Days.
1867.		Dr.			
Feb'y	9.	Paid str. Vicksburg up frt. bill	20 70	1 04	224
	2.	Invoice sundries, frt. Vicksburg	256 87	13 18	231
	13.	do. oats, bran, & hay	168 18	8 21	220
	19.	do. pork	119 58	5 70	214
	22.	Paid str. Grey Eagle up frt. bill	26 50	1 23	211
	27.	Invoice hay & pork to Limerick plant'n	169 57	7 77	206
	28.	Paid str. Grey Eagle up frt. bill	5 00	22	205
M'ch	5.	Invoice 50 s. corn	134 83	6 00	200
	1.	Pd. dft. favor J. G. Sanders for labor for Feby.	450 00	20 39	204
	7.	do. str. Grey Eagle up frt. bill	14 00	61	198
	12.	do. str. Vicksburg up frt. bill	20 00	85	193
	9.	Invoice 1 bbl. flour	15 51	67	196
	14.	do. lard & rice	24 14	1 01	191
	15.	do. corn, oats, & grease	314 94	13 29	190
	23.	Paid dray & frt. on 1 box for daughter	2 00		
149	23.	do. Mr. Baker for your ⅜	300 09	12 21	182
'67.					
Mar.	21.	Invoice whiskey & olive oil	95 89	3 92	184
	28.	Paid str. Grey Eagle up frt. bill	1 00		
April	5.	Invoice corn & sundries	698 21	26 21	169
	15.	do. hay & oats	60 52	2 15	159
	17.	Pd. str. Vicksburg frt. on corn	80 00	2 79	157
	27.	do. str. Vicksburg on corn, oats, & grease	44 50		
		do. do. on oats & hay	12 00	1 85	147
	30.	do. W. J. Q. Baker to get negroes	100 00	6 28	144
		Invoice oats & bran	95 58		
May	10.	Pd. dr'ft favor J. G. Sanders ⅜ Limerick plant'n.	300 00	8 93	134
	14.	do. frt. dray on 1 small trunk forwarded to Bay St. Louis	2 50	06	130
	16.	Invoice sundries	272 19	7 72	128
	20.	Pd. str. Homeyer frt. on oats & bran	15 00	41	124
	27.	do. str. Vicksburg frt. bill on sundries	10 00	26	117
150	31.	do. str. Vicksburg frt. on 1 box tobacco	1 25	03	113
	30.	do. dr'ft favor J. G. Sanders for laborers for May	300 00	9 95	114
		Invoice of tobacco	93 08		
June	6.	do. corn, oats, & hay	304 38	7 22	107
	14.	Pd. str. Vicksburg frt. bill	46 50	1 02	99
	29.	Remitted you, care E. S. Austin Monroe	300 00	5 60	84
July	6.	Invoice sundries	330 74	5 65	77
	12.	Invoice "	155 00	2 42	71
	20.	Pd. str. Homeyer frt. bill	13 13	18	63
	24.	Pd. str. Homeyer frt. bill	13 63	18	59
	31.	Invoice of sundries pr. str. Idahoe	585 90	6 75	52
Aug.	7.	Pd. str. Idahoe frt. bill	20 25	20	45
	9.	Inv. sundries to self & to J. H. Walker	162 56	1 57	43
	23.	Inv. bagging, cement & lime	83 84	54	29
	29.	Pd. str. Homeyer frt. bill on ties	5 00	02	23
Sept.	6.	do. str. Homeyer frt. bill	9 50	03	15
	10.	do. dr'ft favor Filhiol & McFee	300 00	73	11
	20.	Invoice of pork & tobacco	100 58		
	21.	Balance of interest on ⅜ as per margin	32 61		
			8,259 91	282 56	
		Balance to your credit	678 60		
		See reverse we hold your 2 notes for $5,000 each.			
		Cash balance due you	$678 60		

Due us:

Your note dated 27 Feb'y, '67, & due 30 Dec., '67, for.... $5,000 00
do. do. do. & due 30 Nov'r, 1867..... $5,000 00
Total.

Both of these notes were discounted for your benefit and proceeds credited on ⅜ herein.

JOHN CHAFFE & BRO.,
Per J. G.

E. & O. E.

NEW ORLEANS, LA., *Sept.* 21, '67.

R. C. STROTHER, duly sworn, says:

Myself and Baker were in New Orleans the latter part of January and the early part of February, 1872. Mr. Chaffe told me during that visit to New Orleans that he had made no settlement with Mr. Baker, and that he had lost nine thousand dollars by Mrs. Willson. He told me this some time in February, 1872, I believe. This was after
152 I understood that Mr. Baker had ceased negotiating with Mr. Chaffe. The first time I ever saw the counter-letter dated January 29, 1868, and marked No. 1 in this case, was in the early part of February, 1872, one evening at the St. Charles Hotel, when Mr. Baker had returned from Mr. Chaffe's office. It was after this that I saw Mr. Chaffe, and he told me that Mr. Baker had made no settlement, and that he had lost nine thousand dollars by Mrs. Willson. I failed in making negotiations with Mr. Chaffe, but Mr. Baker afterwards succeeded in making arrangements with other parties for us both, but not to the extent that we expected to make with Mr. Chaffe.

Cross-examination by plaintiffs:

I only know that Mr. Baker come from Mr. Chaffe's office the evening he showed me the counter-letter, because he told me so. Mr. Baker borrowed money from Isidore Newman & Brother, which we divided between us. I bought family supplies from Henning, paid some cash & some on credit.

153 W. J. Q. BAKER, introduced on the part of intervenor:

I went to New Orleans in the latter part of January, 1872. I attempted for several days to make a settlement with Chaffe of the Willson indebtedness. One morning Mr. Chaffe brought out a statement to the fire-place, outside of the inclosure where the book-keepers were at work, and showed me that as the account of Mrs. Willson. I asked him then, what is to become of the advances they were to make to me?

WEDNESDAY, 17 *September*, 1873.

Hon. Robert Ray in this case recused himself and referred the same to R. J. Caldwell, esq., attorney at law, possessing the qualifications for a judge of this court, who took the oath of office in open court.

JOHN CHAFFE & BRO.
vs. } 979.
JNO. T. LUDELING ET AL.

Judge Ray, owing to his near relationship to one of the parties defendant in this case, recused himself and referred the same to R.

154 J. Caldwell, esq., attorney at law, possessing the qualifications for a judge of this court.

R. J. Caldwell, esq., lawyer, selected to try recused cases of D. C. Morgan vs. Wm. Marbury et al., No. 906, and Jno. Chaffe & Bro. vs. Jno. T. Ludeling et al., W. J. Q. Baker intervenor, No. 979, took the oath of office in open court, as follows:

I, Robert J. Caldwell, do solemnly swear that I have not been convicted of treason, perjury, forgery, bribery, or crime punishable by imprisonment in the penitentiary; and I do further solemnly swear that I am not subject to the disabilities contained in the third section of the fourteenth amendment to the Constitution of the United States; that I accept the civil and political equality of all men, and agree not to attempt to deprive any person or persons, on account of race, color, or previous condition, of any political or civil right, privilege, or immunity enjoyed by any other class of men; that I will support the Constitution and laws of the United States and laws of this State, and that I will faithfully and impartially discharge and perform all the duties incumbent on me as lawyer, selected by the Hon. Robert Ray, judge
155 14 dist. court, to try recused case *of* 979, John Chaffe & Bro. vs. Ludeling et al., Baker, intervenor; and case 906, Morgan v. Marbury et al., according to the best of my ability and understanding. So help me God.

ROBT. J. CALDWELL.

Sworn & subscribed before me this 17 Sept., 1873.

JULIUS EUNEMOSER,
Clk. D. C.

W. J. Q. BAKER continues:

To the question relating to the advances, Mr. Chaffe said that question would have to be determined by his brother John. Without saying anything further relative to the Willson account, I left the office, Mr. John Chaffe being absent from the house.

I never had any conversation with Mr. John Chaffe in reference to the account they filed here at all; that is, the Willson account. I never had any conversation with Mr. Wm. H. Chaffe in reference to it. I never had any conversation with Dr. Glenn in reference to it. Neither Wm. H. Chaffee nor Dr. Glenn were within thirty feet of Mr.
156 Chaffe and myself when Mr. Chas. Chaffe presented me the account.

Cross-examined by plffs.:

I was in the office of Chaffe Bros., in New Orleans, near the fire-place, when this conversation occurred. I think the office is nearly as long as this room. I don't know where Wm. Chaffe was in the office. I think he was at his desk. He was not where Mr. Chas. Chaffee & myself were. I think Dr. Glenn was at his desk. I will not state positively he was there; I think so. The railing is within two or three feet of the fire-place. If Wm. H. Chaffee & Dr. Glenn had been at the railing nearest the fire-place they would have been within four feet of us. If Wm. H. Chaffe had been at his desk he would have been within about twenty-five feet of us. I never had any conversation with Mr. John Chaffee after the presentation of that account by Mr. Chas. Chaffe. I had conversation with relative to said account before that, with a view to a compromise, when I first went down. I had conversations frequently with Mr. John Chaffe, previously, relative to the account of

Mrs. Wilson, and a settlement and a compromise of it. I was
157 not present when the credit was placed on the Warfield note. When Mr. Chas. Chaffe came out, the note had the credit on it. I am not distinct about this. This credit was not placed upon said note at my request. Have no recollection of agreeing with John Chaffee to the excess of the two notes which plaintiffs held, above the amount of Mrs. Willson's account, should be placed or deducted from the note of Mrs. E. W. Warfield. Had no agreement of this kind with Chas. Chaffe.

Direct examination resumed:

All that occurred down there in the latter part of January and early part of February, 1872, between myself and the Chaffes, was with a view to compromise the Willson debt.

Defendants' evidence.

F. P. STUBBS, duly sworn, says:

The testimony given by me at the trial of the exception was correct, as I understood the case at the time. I had conversation with Col. C.
H. Morrison, as stated. My opinion, expressed as stated there,
158 was given as that of an individual, and not in a representative capacity for the other defendants. I entertained the legal opinion at that time that the individual stockholders of the railroad company were liable for the debts contracted by the company in reconstructing the road. Since that time of giving my testimony on the exception, I find, upon an examination of the law, that I have entertained an erroneous opinion. *I*, at the time this conversation was had with Mr. Morrison, the circumstances of the issuing of this note was explained to him, and that *is* was one of a series that were issued to the purchasers. But for the fact, as I understood it then, that Mr. Baker had transferred the note', sued on before maturity, in violation of the agreement and understanding that we had at the time they were issued, the notes would have never been collected, and were to be compensated by each other. Mr. Baker having parted with his, that, in justice to the balance, would have placed all upon the same footing, and if the company paid one they would have to pay them all.

Cross-examined:

159 This conversation occurred about the time of the filing of the petition in this suit. None of the plaintiffs were present when this conversation occurred. I do not recollect whether this conversation was repeated at the time I told Col. Morrison that Mr. Baker had notified us not to pay this note. I do not remember whether the conversation just detailed occurred at the same time as the conversation detailed in my testimony at the trial of the exception about accepting service on the petition, but think it was. We had several conversations about this matter, and the substance was the same at all of them. In all those conversations it was conceded by me that the defendants were bound in solido for the obligation sued on, if in the hands of a third person before maturity, but this concession was made under the view of the law I held at that time.

Defendant' close.

Rebutting testimony of plaintiffs.

JOHN CHAFFE, being duly sworn, says:

I am one of the plaintiffs in this suit.

160 There are two fire-places in our office, one of them eight or ten feet from the front and the other about eighteen feet from that.

The desk usually occupied by Dr. Glenn is about twenty-three or four feet from the fire-place, outside the railing. The account-sales clerk's desk rests on the railing inclosing the office, to which Dr. Glenn, as book-keeper, has frequently to refer. On the occasion of the settlement had with Mr. Baker, the day before the papers were signed in said settlement, I made up the preliminaries with Mr. Baker for said settlement, to which Mr. Baker then agreed, the note in suit being one of the papers calculated upon during the said settlement.

There being one other note left with us by Mr. Baker brought into the calculation of said settlement, to wit, that made by Mrs. Warfield, they together amounted, face and interest then accrued, to a sum in excess of the debt due, for which the two said notes had been pledged and then relinquished to us by said Baker in said settlement. He directed that excess to be credited on the back of the note of Mrs.
161 Warfield. This excess was placed on the back of the note of Mrs. Warfield, and by me exhibited to Mr. Baker, and the endorsement approved by him as satisfaction for the two notes, to wit, that of Mrs. Warfield, which left due on the Warfield an amount sufficient, together with the value of the note sued on, to liquidate the indebtedness of the account of Mrs. Willson, which had been assumed by said Baker at or about the time the said Mrs. Willson made her application to the bankrupt court for relief, when said Baker assured me that I need interfere with said bankrupt, as the collaterals I held in my hands should be applied to the liquidation of that debt. He having contracted the same, it should be paid, and these notes were good for it.

The day before the settlement was finally made, I having heard that extra caution was necessary for the protection of our interest, I informed Dr. Glenn and my son, Wm. H. Chaffe, I wished them to pay particular attention to a conversation between Mr. Baker and myself in said settlement, and after having made up the calculation upon which
162 the settlement was had, in which Dr. Glenn assisted, he approached the cotton-desk near the railing, and there gave his special attention to the explanation of the calculations there made, being within five or six feet of myself while I was reading the explanation to Mr. Baker, while W. H. Chaffe was sitting at his desk, with his attention drawn to my explanation of said settlement, which settlement Mr. Baker agreed to without making any opposition. The account, number three, annexed to the testimony taken by commission is, I think, the settlement to which refer. He requested me not to prove my account against the bankrupt estate of Mrs. N. J. Willson, and Mr. Baker having contracted the debt with us, our action on said account was in a great measure governed as he requested, we feeling that he then owed the debt and not Mrs. Willson. The same day, or the day after, I became possessed of the note sued on. I took it to Mr. Ray's room; did not find him in, but returned again a short time after and exhibited said note to him, and related to him the circumstances under which
163 I had it. He replied, on examining the note, that it was good, that it would be paid, but how soon he could not say, as they were using all their available means in running the road, and that Mr. Baker ought not to have transferred said note to us. Then I called his attention that the said note was not due, and therefore must be good in the hands of third parties, to which he answered he was fully aware of that.

Since that time I have spoken to him of said note several times, and he has told me, in several of the conversations had, he expected to realize the money from the sale of the road, and then it would be paid. I

also had a conversation with Mr. Ludeling, when he told me that he expected to realize money from the claims of the road, and to liquidate that debt, at least in the course of a year, and that conversation *and that conversation* was at least three years ago. He also complained of transfer made by Mr. Baker to us of said note. Mr. Ray, in a conversation, asked me whether I would sell said note, and what I would take for it; to which I answered that his assurances made me, caused
164 me to believe that I would collect the whole of it, and that I did not care to sell it.

Cross examined by defendant:

At the time of my conversations I knew that Mess. Ray and Ludeling were directors of the company. I believed Mr. Ray was one of the directors of the company at the time I obtained possession of the note and first approached him about it.

I, Julius Ennemoser, clerk of the fourteenth judicial district court, do hereby certify that the foregoing fourteen pages contain all the evidence introduced on the trial of the above entitled and numbered case.
Witness my official signature this 17th day of September, 1873.

JULIUS ENNEMOSER,
Clerk D. C.

14 judicial district court.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., BAKER, INTERVENOR.

165 Be it remembered that on the trial of this case the defendants offered to prove by Joseph F. McGuire, a witness, *to prove* that at the time the note sued on was executed, the defendants were operating the railroad under the charter of the Vicksburg, Shreveport and Texas Railroad Co. To this testimony the plffs., by their co'nsel, objected, on the ground that the evidence alrea'y introduced, viz, the sheriff's deed of the Feb'y, 1866, showed that the defendants had purchased the Vicksburg, Shreveport and Texas Railroad in their individual or associate name, and that whether they could associate under the charter of the V., S. & T. R. R. Co. or not, was a legal question that the witness was not competent to determine, and that if the defendants had organized under the V., S. & T. R. R. Co.'s charter, *that* the evidence of that organization must be in writing, and recorded in their office, which was the best evidence of what had been done, and of the fact, by what authority they claimed to act. These objections were overruled by the court, and the evidence of the witness received.

To which ruling of the court the plffs. excepted, and tender this, his bill, to be signed.

166 Be it further remembered that on the trial of this cause the defendants offered to prove by Jos. F. McGuire, a witness on the stand, that at the time the note sued on was executed and delivered to W. J. Q. Baker, *that* it did not have on it the internal-revenue stamps required by law. To this evidence the plffs. objected, on the grounds the note now having the necessary stamps on it, the defendants could not be allowed to prove their own wrong and violation of the law by proving they had issued the note sued on without the necessary stamps

being attached thereto, for the purpose of escaping their liability to pay said note.

These objections were overruled by the court, and the evidence received; to which ruling of the court the plffs. excepted, and tender this, their bill, to be signed.

Be it also remembered that, on the trial of this case, the defendants offered the intervenor, W. J. Q. Baker, as a witness, to prove that when he received said note from defendants and when he passed
167 it to the plffs., *that* it was not stamped with the necessary amount of internal-revenue stamps. This evidence was objected to, on the grounds that neither the defendants nor the intervenor could be allowed to prove their own wrong for the purpose defeating the plffs'. action.

These objections were overruled by the court and the evidence received; to which ruling the plffs. excepted, and tenders this, their bill, which *she* prays may be signed.

Which *it* is done on this 19th day of September, 1873.

ROBT. RAY,
Judge 14 *Dist.*

The State of Louisiana, 14 dist. court, Ouachita Parish.

JOHN CHAFFE & BRO., IN LIQ.,
vs.
J. T. LUDELING ET AL.

Be it remembered that, on the trial of this cause, the plaintiffs offered in evidence the note sued on, when defendants, by their cou'sel,
168 objected, on the ground that the instrument offered was not stamped, and the stamps thereon were neither placed there nor cancelled at the time it was executed nor in the manner or by any one at any time legally authorized to stamp or cancel the stamps, as required by U. S. internal revenue law, and therefore was not a legal instrument.

Which objections to court overruled, and admitted the instrument; to which ruling defendants excepted & tenders this their bill as mem. thereof.

Further, that defendants offered to prove by J. F. McGuire the circumstances under which the note was issued, as set forth in their answer, simply as one of a series issued as memoranda to the original purchasers of the R. R., for the excess of their contribution in the purchase, for the purpose of fixing their relative interests, and that it was agreed and
169 fully understood between all the parties that the notes were to be held by the parties themselves and not negotiated, and that when made they were purposely left unstamped, as they were to be held simply as memoranda of the settlement; that, as they were never designed to be issued outside of the organization, they were not stamped, so as to make them negotiable by the co., nor by any one for the co., or the defendants at that time nor since, any one having authority to do it.

Which plaintiffs by their counsel objected to, on the ground that they were third holders before maturity, for a valuable consideration, without notice, and could not be effected anything said done by the defendants or their agents at the time the obligation sued on was executed.

Which objection the court sustained, and rejected the evidence offered.

To which ruling of the court defendants excepted & tenders this their bill of exceptions which they pray may be signed, which is accordingly done this 16 Sept., 1873.

ROBT. RAY,
Judge 14th Dist.

170 14th district court Ouachita. Robert Ray, judge, presiding.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER, intervenor. } 979.

Be it remembered that, on the trial of this case and before the presiding judge of the court had altered the order of recusation, the plaintiffs offered the answers of John Chaffe, John Glenn, Wm. H. Chaffe, and Charles Chaffe to the interrogatories propounded to them by the plaintiffs, said answers taken under commission, to the introduction of which answers the intervenor objected to the answers of John Chaffe; to the third interrogatory, in which he states by whose order it (meaning the note sued on) was transferred to her account, meaning the account of Mrs. N. J. Willson; also, he objected to the answer of the same witnesses to the 4th interrogatory, which goes to show, and attempts to show, that W. J. Q. Baker guaranteed the payment of what Mrs. N. J. Will-
171 son might get from the plaintiffs, and would pay the same if she did not; and, also, the answer to the 6th interrogatory by the same witness was objected to by the intervenor, which states that the account of Mrs. N. J. Willson was adjusted by W. J. Q. Baker on the 3d February, 1872, and at the time of the adjustment W. J. Q. Baker acknowledged the amount due by Mrs. N. J. Willson to plaintiffs and himself as security was the amount of $10,623.15; also, he objected to the answers of the same witness to the 8th interrogatory, which states that the account of Mrs. Willson was settled by W. J. Q. Baker, who abandoned his interest in*to* the note herein sued on, together with another note made by Mrs. Warfield and endorsed by him to us which were credited in settlement of said account, all of which were objected to by the intervenor on the ground that the said answers were an attempt to prove by parol a promise to guarantee and pay a debt contracted by Mrs. N. J. Willson, in 1867, to the plaintiffs, and also was an attempt to prove by parol a promise to pay, an acknowledgment of the debt of Mrs. N. J. Will-
172 son, and agreement that the note sued on should be imputed to its payment, on the 3d day of February, 1872, contrary to the act of 1858, as incorporated into the rev'd C. code. The further ground of objection urged by the intervenor to the said answers was that it was an attempt to prove indirectly what could not be proved directly, to wit, that an attempt to prove that the intervenor, on the 3d of Feb'y, 1872, acknowledged the debt of Mrs. N. J. Willson to plaintiffs to be $10,623.15 and ordered the note sued on to be credit' or paid on the account thus acknowledged was proving by parol an acknowledgment of the debt; that parol evidence is inadmissible to establish either the acknowledgement or payment, (23 An., 531; ib., 549;) which objections were overruled by the court on the ground that if, on examination of the said answers, it should be found that the said answers were inadmissible under the act 1858 and rev. code, they were in contravention of a prohibitory law, and would be disregarded by the court; to which ruling of the court the intervenor objected and tenders this his bill of exceptions, which he prays may be signed as to the answers of John Chaffe.

173 And at the same time, on the trial of this case, the plaintiffs offered the answers of Dr. John Glenn, Wm. H. Chaffe, & Charles Chaffe to the same interrogatories propounded to and answered by John Chaffe; to the introduction of which answers the intervenor urged the same objections as urged against the answers of John Chaffe, whose the

said, answers were to the same effect as the answers of John Chaffe, and the intervenor objected to all of the said answers of the said witnesses, in which they attempted to answer, not from their own knowledge, but upon information derived from others or the books, on the ground that said answers were hearsay and inadmissible. The court ordered some of the said answers stricken out and admitted others, on the ground that the answers, as far as might be found to be in contravention of a prohibitory law, would not be regarded, and hearsay evidence would have no weight; to which ruling of the court, admitting said answers, the intervenor excepted, and tenders this his bill, which he prays may be signed,
which is accordingly done, the exceptions to the testimony of
174 John Chaffe being included in this signing.

ROBT. RAY,
Judge 14th Dist.

14th district court, parish of Ouachita.

JOHN CHAFFE & BROTHER
vs.
J. T. LUDELING ET AL., W. J. Q. BAKER, INTERvenor.

Be it remembered this case was taken up for trial on Monday, the 16 day of September, A. D. 1873, Robert Ray, judge of the said court, presiding; that the case progressed during the day, the plaintiffs having introduced and closed their evidence; the defendants having introduced and closed their evidence; the intervenor having offered part of his evidence, when the court adjourned for the day.

On Tuesday morning, the presiding judge, Robert Ray, before anything was done in the case, excused himself, on the grounds entered with note of testimony, and referred the cause to be tried by Robert J. Caldwell, atty.-at-law, who took the oath and took the bench. The
175 plaintiff' then proposed to proceed with the case, taking it up where Judge Ray had left off. The intervenor objected to this mode of proceeding, and insisted that the trial must commence de novo before R. J. Caldwell, att'y appointed to try the recused case, and on the further ground that the bills of exceptions taken to the rulings of Judge Ray, and not signed by him, could not be signed by him after he had recused himself, and on the ground that it was necessary, and they, the intervenors, had the right, to have the decision of R. J. Caldwell on the legal questions as to the admissibility of the evidence introduced while Judge Ray was on the bench trying the case, and for that purpose it was necessary to begin the case de novo, and introduce the testimony before the recused judge; which objections were overruled by the recused judge, and the case ordered to proceed with, taking the testimony introduced as he found it, only requiring that the pleadings should be read and the note of evidence, as taken down before Judge Ray, to be read by the clerk; to which ruling of the court the intervenor excepted, and tender' this
176 their bill of exceptions, and pray the same may be signed.

ROBERT J. CALDWELL,
Lawyer Selected to Try this Cause.

14th district court, parish of Ouachita. R. J. Caldwell, recused judge.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER, intervenor. } 979.

Be it remembered, on the trial of this case the plaintiffs offered John Chaffe, one of the plaintiffs, as a witness, and proposed to prove by him, by parol, a settlement of the account of John Chaffe & Bro. with W. J. Q. Baker, the intervenor, against Mrs. N. J. Willson, in 1872, Feb'y 3d. To the introduction of said testimony the intervenor objected, on the ground that no promise to pay the debt of Mrs. N. J. Willson, a third party, could be proved by parol, and that any attempt to prove by parol, or verbal testimony to show, that at any time after the execution of the receipt given by John Chaffe & Brother to W. J. Q. Baker,
177 January 27th, 1868, said W. J. Q. Baker agreed to pay the debt of Mrs. N. J. Willson to John Chaffe & Brother, was inadmissible and contrary to the act of *of* 1868, incorporated into the new code, art. 2278. And the intervenor further objected to any parol proof or testimony to show that he ever acknowledged any specific amount as due by Mrs. N. J. Willson to John Chaffe & Brother, or parol agreement to impute the collateral sued on to the payment of such indebtedness, on the ground that such parol testimony would be allowing the plaintiffs to do indirectly what the law prohibited them from doing directly; that parol proof to show that the intervenor acknowledged that Mrs. N. J. Willson owed the plaintiffs a certain amount on the 3d day of February, 1872, and agreed to allow the note sued on to go in payment pro tanto of the amount so acknowledged, was equivalent to proving that the intervenor promised to pay the debt of a third party by parol, and was inadmissible under the law; which objections were overruled by the court, and the testimony of John Chaffe, as taken down in the note of evidence, p. 10, 11, 12, 13, & 14 of the note of evidence, received by the
178 court; to which ruling of the court the intervenor excepted, and tenders this his bill of exceptions, which he prays may be signed.

ROBT. J. CALDWELL,
Lawyer Selected to Try this Cause.

14 judicial district court, parish of Ouachita.

JOHN CHAFFE & BROTHER
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER, intervenor. } 979.

By reason of the law and the evidence in this case being in favor of the plffs., and against the intervenor and defendants, & after a trial being had, it is ordered, adjudged, & decreed that there be judgment against the intervenor, W. J. Q. Baker, and that his intervention be rejected at his costs.

It is further ordered, adjudged, and decreed that the plffs., John Chaffe & Brother, in liquidation, do have and recover of the defendants, John T. Ludeling, Frank P. Stubbs, John Ray, and William R. Gordon, in solido, in the sum of five thousand one hundred and sixty-eight
179 dollars & $\frac{08}{100}$, ($5,168.08,) with eight per cent. interest per annum

thereon from the third day of February, eighteen hundred and sixty-six, till paid, and costs of suit.

Read and signed in open court on this 2d of October, 1873.

ROBERT J. CALDWELL,
Lawyer Selected to Try this Cause.

STATE OF LOUISIANA,
Parish of Ouachita:

JOHN CHAFFE & BRO.
vs.
JOHN T. LUDELING ET AL. } 979.

Know all men by these presents that we, J. T. Ludeling, John Ray, W. R. Gordon, & F. P. Stubbs, as principals, and J. F. Pargoud, as security, of the parish Ouachita, are held and firmly bound unto J. Ennemoser, clerk of the district court, and his successors in office, in the sum of fifteen thousand dollars, lawful money of the United States of America; for the payment whereof, well and truly to be made, we bind ourselves, our heirs, administrators, and assigns, and each of us, in solido,
180 firmly by these presents, dated and signed this eighth day of October, A. D. 1873.

The condition of the above obligation is such that, whereas the above-bounden J. T. Ludeling, John Ray, W. R. Gordon, & F. P. Stubbs have applied for and obtained and order for a suspensive appeal from a certain final judgment rendered against him in our said court on the 2d day of October, A. D. 1873, in the above entitled and numbered suit:

Now, therefore, if the said J. T. Ludeling, John Ray, W. R. Gordon, & F. P. Stubbs shall well and truly prosecute their said appeal with effect, and shall satisfy whatever judgment may be rendered against them, or that the same shall be satisfied out of the proceeds of the sale of their estate, real and personal, if they be cast in his said appeal, then this obligation to be null and void; otherwise to be and remain in full force and effect against principals and security.

J. T. LUDELING.
JOHN RAY.
WM. R. GORDON.
FRANK P. STUBBS,
By FRANK P. STUBBS, *Atty.*
J. FRANK PARGOUD.

181 Signed in the presence of and approved by—

JULIUS ENNEMOSER,
Clerk D. C.

STATE OF LOUISIANA,
Parish of Ouachita:

JOHN CHAFFE & BRO.
vs.
JOHN T. LUDELING ET AL., W. J. Q. BAKER, intervenor. } 979.

Know all men by these presents that we, W. J. Q. Baker, as principal, and E. G. Cobb, as security, of the parish of Ouachita, are held and firmly bound unto J. Ennemoser, clerk of the district court, and his successors in office, in the sum of one hundred dollars, lawful money of the United

States of America; for the payment whereof, well and truly to be made, we bind ourselves, our heirs, administrators, and assigns, and each of us, in solido, firmly by these presents, dated and signed this 9th day of October, A. D. 1873.

The condition of the above obligation is such that, whereas the
182 above-bounden W. J. Q. Baker, intervenor, has applied for and obtained an order for a devolutive appeal from a certain final judgment rendered against him in our said court on the 2d day of October, A. D. 1873, in the above entitled and numbered suit:

Now, therefore, if the said W. J. Q. Baker, intervenor, shall well and truly prosecute his said appeal with effect, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied out of the proceeds of the sale of his estate, real and personal, if he be cast in his said appeal, then this obligation to be null and void; otherwise to be and remain in full force and effect against principal and security.

W. J. Q. BAKER.
R. G. COBB.

Signed in the presence of and approved by—
JULIUS ENNEMOSER,
Clerk D. C.

STATE OF LOUISIANA,
Parish of Ouachita:

I certify that the foregoing 204 pages contain a true, correct,
183 and complete transcript of all documents filed, all proceedings had, and all evidence adduced on the trial of suit No. 979, wherein John Chaffe & Brother, in liquidation, are plaintiffs, and John T. Ludeling et al. are defendants, and W. J. Q. Baker intervenor, in the 14th district court, parish of Ouachita, Louisiana.

Witness my signature & seal of office this 31 day of March, 1874.
JULIUS ENNEMOSER,
Clerk D. C.

I, Julius Ennemoser, clerk d. c., do hereby certify that the above and foregoing is all the evidence introduced on the trial of this case.
JULIUS ENNEMOSER,
Clerk D. C.

14 judicial district court, pa. of Ouachita.

JOHN CHAFFE & CHARLES CHAFFE
vs.
E. W. WARFIELD, W. J. Q. BAKER, INTERvenor.

Be it remembered that when this case was called for trial in its regular order and taken up for trial, the intervenor, W. J. Q. Baker,
184 offered to file the annexed application for trial by jury. The plffs., by their counsel, objected to the granting of the application of the intervenor, Baker, and to the order being made that the case be tried by the jury, upon the grounds that it came too late after the case had been taken up for trial, and the further reason that the suit was on an unconditional obligation made by the defendant, who had not asked for and was not entitled to a trial by jury, and that the intervenor must be ready

and try his case as it was being tried between plffs. & defendants, and that intervenor was not entitled to a jury. Which objections were sustained and the application for trial by jury refused by the court to be filed; to which ruling of the court intervenor excepts & tenders this his bill, which he prays may be signed. Which is done this 11 March, 1874.

ROBT. RAY,
Judge 14 *Dist.*

Baker's Bankruptcy. Infra, 239.
Wilson's " "

185 FRIDAY, 20*th March*, 1874.

Court opened pursuant to adjournment.
Present, Robt. Ray, judge; Julius Ennemoser, clk.; B. H. Dinkgrave, shff.

JNO. CHAFFE & CHAS. CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, intervenor.

Judgment for plaintiffs. Intervention of W. J. Q. Baker dismissed. See decree.

On motion of counsel for defendant, counsel for plaintiffs & intervenor being present, for a devolutive and suspensive appeal from the judgment rendered in this case to the honorable supreme court of the State of Louisiana, it is ordered that a devolutive appeal be granted to defendant from the judgment rendered in this case to the honorable supreme court of the State of Louisiana, at its next term, commencing in the city of Monroe, on the 1st Monday of July, 1874, on defendant's giving bond in the sum of one hundred dollars, and a suspensive appeal be granted on defendant's giving bond in the amount required by law. On mo-
186 tion of counsel for intervenor, counsel for plaintiff & defendant being present, it is ordered that a devolutive appeal be granted returnable to the hon. supreme court of the State of Louisiana, at its next term, in the city of Monroe, commencing on the 1st Monday of July, 1874, on intervenor giving bond in the sum of one hundred dollars, and a suspensive appeal on giving bond in the amount required by law.

14th judicial district court, parish of Ouachita.

JOHN CHAFFE AND CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, intervenor.

By reason of the law and the evidence in this case being in favor of the plffs. and against the defendant and intervenor, after a trial on the merits—

It is ordered, adjudged, and decreed that the plaintiffs, John Chaffe and Charles Chaffe, do have and recover of the defendant, Mrs. Eliza W. Warfield, the sum of five thousand dollars, with eight per cent. interest thereon since the 3d of May, eighteen hundred and sixty-
187 seven, till paid, subject to a credit or deduction of two thousand

three hundred and twenty-seven dollars & $\frac{93}{100}$, ($2,327.93,) to take effect and date from the (3d) third day of February, eighteen hundred and seventy-two, and for costs of this suit, including three dollars & $\frac{50}{100}$ costs of copy, and fifteen dollars, costs of stamping the original act of mortgage. It is further ordered, adjudged, and decreed that the vendor's privilege and mortgage be recognized upon all the steam-machinery and tackle belonging thereto; also on the right of use and way described "as a tract of four acres—two acres on the Bayou Desiard, by two acres deep, and the right of way, sixty feet wide, out, south to the public road," and tract of land owned by Mrs. Eliza W. Warfield, in the point near the old family residence, on what is known as the Fitz tract, and executory. It is further ordered, adjudged, and decreed that there be judgment against W. J. Q. Baker, intervenor, and that the intervention be dismissed at his costs. Read and signed in open court on this 20 of March, 1874.

ROBT. RAY,
Judge 14th Dist.

188 [Form No. 1.]

Petition by debtor.

To the honorable Edward H. Durell, judge of the district court of the United States for the district of Louisiana:

The petition of W. J. Q. Baker, of the town of Monroe, in the parish of Orleans and State of Louisiana and district aforesaid, respectfully represent': That he has resided for six months next immediately preceding the filing of this petition at Monroe, Louisiana, within said judicial district; that he owes debts exceeding the amount of three hundred dollars, and is unable to pay all of the same in full; that he is willing to surrender all his estate and effects for the benefit of his creditors, and desires to obtain the benefit of the act entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

That the schedule hereto annexed, marked "A," and verified by your petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said act.

That the schedule hereto annexed, marked "B," and verified by your petitioner's oath, contains an accurate inventory of all his estate, both real and personal, assignable under the provisions of said act.

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said act, and that he may be decreed to have a certificate of discharge from all his debts provable under the same.

(Signed) W. J. Q. BAKER.

Oath to the foregoing petition.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

I, W. J. Q. Baker, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true, according to the best of my knowledge, information, and belief. And I do further make oath that I am a citizen of the

United States of America, and that I will bear true faith and allegiance to the same.

W. J. Q. BAKER, *Petitioner.*

Subscribed and sworn to before me this 30 day of May, A. D. 187 .

CHAS. CLAIBORNE, *U. S. C.*

189 I certify that I have this day of , 187 , carefully examined the annexed or written petition and schedule and the verification thereof, and that the same are in proper form, and sufficient in substance to authorize an adjudication in bankruptcy under the bankrupt act.

Register in Bankruptcy.

Statement of all creditors who are to be paid in full, or to whom priority is secured, according to the provisions of the 28th section of said act.

Order of payment: Preferred claims:	Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	Amount.	When and where contracted.	Nature and consideration of the debt, and whether contracted as copartner or joint contractor, and if so, with whom.
1. Debts due the United States, and taxes and assessments under the laws thereof.	.....	Collector of internal revenue.	Monroe, La.....	2 00	1867. Monroe, La.....	Special tax on watch.
2. Debt due to the State of Louisiana, and taxes and assessments under the laws of said State.	State tax-roll.	State tax collector	Monroe, La.....	.....	1866. Ouachita Parish..	Taxes of 1866.
	Same.....	Same.....	.....	.....	1865 & 1867. Ouachita Parish.	Taxes of 1865 & 1867.
	Same.....	Same.....	.....	.....	1868. Ouachita Parish..	Convention tax of 1868.
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for labor perfomed within six months.	None.....	None.....	None.....	.....	.....	.....
4. Other debts preferred by said act.	None.....	None.....	None.....	.....	.....	.....

(Sig.) W. J. Q. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came the person mentioned in, and who subscribed to the foregoing petition and schedule marked "A," respectively, and who being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

—— ——, *Register in Bankruptcy.*

(Indorsed:) No. U. S. district court. In the matter of . Schedule A. Filed ,

Creditors holding securities.

N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of the act, whether contracted as copartner or joint contractor with any other person; and if so, with whom.

Reference to ledger or voucher.	Names of creditors.	Residence and description.	Where and where contracted.	Value of securities.	Amount of debts.
.....	A. Miltenberger & Co.....	New Orleans, La. Judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2, 1866, for the sum of seven thousand dollars, with 8 % interest from March 25, 1862, recorded in the office of the recorder of mortgages for said parish, in book G, p. 157.	1861. Monroe, La. Note. Special mortgage on lands in Schedule B, Form 1.	4,000 00	7,000 00
.....	A. Miltenberger & Co.....	New Orleans, La. Judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2, 1866, for the sum of seven hundred dollars, with 8 % int. from date of judgment, being attorney's fees stipulated in their special mortgage and part of the judgment first above mentioned. Date of record of judgment, Oct. 3, 1866.	Monroe. 1861	4,000 00	700 00

——— ———, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came the person mentioned in, and who subscribed to the foregoing petition and schedule marked "A," respectively, and who being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

——— ———, *Register in Banruptcy.*

(Indorsed:) No. . U. S. district court. In the matter of Schedule A. Filed .

Creditors holding securities.

Reference to ledger or voucher.	Names of creditors.	Residence and description.	When and where contracted.	Value of securities.	Amount of debts.
.....	John W. Murrell.....	Richmond, Va., judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2, 1866, for the sum of nine thousand seven hundred and fifty-five dollars, with 8 % interest from March 25, 1862, recorded in the office of the recorder of mortgages for said parish, book G, p. 158, on the 9 of October, 1866.	Monroe, 1861.....	.....	9,755 00
.....	John W. Murrell.....	Richmond, Va., judgment in the 12 district court for the parish of Ouachita, rendered Oct. 2, 1866, for the sum of nine hundred and seventy-five dollars, with 8 % interest from date & judgment, being attorney's fees stipulated in the special mortgage on which he sued and part of the judgment last above mentioned.	Monroe, 1	.....	975 00
.....	D. A. Ratcliff	New Orleans, judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2d, 1866, for the sum of two hundred and seventy-eight & $\frac{24}{100}$ dollars, with 5 % int. from July 30, 1861, recorded in the office of the recorder of mortgages for said parish, Oct. 1866, in book G, p. 158.	Monroe, 1861.....	.....	278 24
.....	Alfred Laforest.....	New Orleans, La., judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2d, 1866, for the sum of seven hundred and eighty-three $\frac{62}{100}$ dollars, with 8 % interest from November 8, 1861, recorded in the office of the recorder of mortgages Oct. 3, 1866, in book G, p. 158.	New Orleans, La , 1861.....	.....	783 62
.....	Emily Terry & Matilda Clemmonds.	Farmerville, La., Union Parish, judgment in the 12th district court for the parish of Ouachita, rendered Oct. 2, 1866, for the sum of fifteen hundred dollars, with 8 % interest from Jany., 1859, recorded in the office of the recorder of mortgages for said parish, Oct. 3, 1866, in book G, p. 158.	Monroe, 1861.....	.....	1,5 0 00

R. C. 851--5

SCHEDULE A—Continued.

Creditors holding securities.

Reference to ledger or voucher.	Names of creditors.	Residence and description.	When and where contracted.	Value of securities.	Amount of debts.
.....	A. Miltenberger & Co.....	New Orleans, La., judgment in the 12 district court for the parish of Ouachita, rendered Oct. 4th, 1866, for the sum of ten thousand three hundred and thirty-three $\frac{43}{100}$ dollars, with 5 % interest from the 24 of January, 1866, recorded in the office of the recorder of mortgages for said parish, Oct. 9th, 1866, in book G, p. 160.	New Orleans, 1861, (2, 5,) 1861.	.....	10,330 43
.....	Alexander Ambleton	Sevier County, Ark., judgment in the 12th district court for the parish of Ouachita, rendered April 8, 1867, for the sum of five hundred and twenty & $\frac{15}{100}$ dollars, with 8 % interest on $95.00 thereof from March 15, 1860, and 8 % interest on $391.69 from January 1, 1861, and 8 % interest on $33.46 from June 4, 1861. Recorded in the office of the recorder of mortgages for said parish April 13th, 1867, in book G, p. 287.	Monroe, La., 1861	.....	520 15
.....	State of Louisiana, Hough, dist. attorney.	Columbia, Caldwell Parish, La., judgment of 12th district court of Ouachita. Recorded in mortgage office.	Monroe, La., 1865. Judgment on forfeited bond for S. Pulley.	.....	1,000 00

(Signed) W. J. Q. BAKER, *Petitioner.*

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any drawer, maker, endorser, or holder of any bill or note, etc., etc., are unknown, the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claims by way of set-of', stated in the schedule of property, the nature of each debt and a demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residence and occupation.	Amount.	When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, etc., and whether contracted as copartner or joint contractor with any other person; and if so, with whom.
Account	Scott, Williams & Co. Wm. T. Scott.	Marshall, Tex., planter	7,261 68	New Orleans, 1859.	Commission-merchant; account for money.
	Thos. Williams, (dead,) Robt. Ray.	Monroe, La., admr.			Acceptances & supplies. In suit in Ouachita Parish.
	A. J. Bateman	Jefferson, Texas, merchant			
Note & act	Rich'd T. Harrison & Co	New Orleans, La., makers & dealers in machinery.	About 2,600 00	1860, New Orleans.	For engine & machinery, note bearing 8% interest, and open account for 5%.
Note dated 2 May, 1866, due Jan'y 1, 1867.	E. Carver & Co	Bridgewater, Mass., gin-stand makers.	1,235 00	April 12, New Orleans, La.	For three gin-stands & feed carrier. Burnt in 1861.
Account	C. A. Barrier & Co.	New Orleans, La., merchants	416 89	1861, New Orleans.	For merchandise.
Account	Turnell & Co	New Orleans, La., shoe-merchants.	About 75 00	'59 & '60, New Orleans.	For shoes, &c.
Account	Henry M. Bry	Monroe, La.	About 400 00	1860, Monroe, La.	Balance for boiler and timber-wheels.
Note	A. M. Paxton	Vicksburg, Miss., foundryman.	About 160 00	1860, Vicksburg, Miss.	Balance press-irons.

——— ———, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of A. D. 187 , before me personally came , the person mentioned in, and who subscribed to the foregoing petition and schedule marked "A," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, &c., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule A. Filed .

194 SCHEDULE A.—PETITION BY DEBTOR. [4.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his businsss and place of residence. The same particulars as to the notes or bills on which the petitioner is liable as endorser.

Reference to ledger or voucher, ; names of hol'ers as for as known, none; place of residence and occupation, ; place where contracted, ; amount, ; nature of liability, whether same as contracted as copartner or joint contractor, or with any other person, and, if so, with whom.

W. J. Q. BAKER,
Petitioner.

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of A. D. 187 , before me personally came , the person mentioned in, and who subscribed to the forgoing petition and schedule marked "A," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled, "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of Schedule A. Filed .

195 SCHEDULE A.—PETITION BY DEBTOR. [5.

Accommodation-paper.

N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the bankrupt be liable as drawer, maker, acceptor, or endorser thereof, it is to be stated accordingly. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.

Reference to ledger or voucher, ; names of holders, none; residences of holders and particulars of notes or bills, ; place where contracted, ; amount, ; whether liability was contracted as copartner or joint contractor, or with any other person, and, if so, wito whom.

W. J. Q. BAKER,
Petitioner.

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in, and who subscribed to the foregoing petition and schedule marked "A," respectively, and who, being be me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the acts of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule A. Filed .

Creditors whose claims are unsecured.

Reference to ledger or voucher.	Names of creditors.	Residences and occupations.	AMOUNT. Dollars. Cents.	When and where contracted.	Nature and consideration of the debt, and whether any judgment-bond, bill of exchange, promissory note, etc., and whether contracted as copartner or joint contractor, with any other person; and, if so, with whom.
Note	Oliver & Drake	Trenton, La., merchants	about 60 00	1860 or 1861, Trenton.	For merchandise.
Note in suit	A. F. Flournoy & Co	" "	324 26	1861, Trenton.	For merchandise.
Protested draft	S. Weil & Bro	Monroe, La	250 00	1867, Monroe.	For ½ of, drawn by Baker & Strother, for account of Bon Air plantation, on Cummings, Brown & Co., dated June 22, 1867, and payable November 25, 1867, accepted & not paid.
Note	Estate of James Taylor, adm'r.	Farmerville, La	666 67	1860, Union Parish.	Balance on purchase of negro, Charles, at probate sale.
Note, receipt, & acc't	A. S. Mansfield	New Orleans, La., merchant & banker.	5,900 00	1866, '67, New Orleans.	For mules & money.
Accepted draft	Cummings, Brown & Co.	New Orleans, La., commission-merchants.	4,895 00	1867, New Orleans.	Accepted draft paid A. S. Mansfield.
Account	Cummings, Brown & Co.	New Orleans, La, commission-merchants.	6,905 86	1867, New Orleans.	For ½ of the account of Baker & Strother, in planting on Bon Air plantation in 1867.
Obligation	A. S. Mansfield	New Orleans, La., merchant & banker.	5,000 00	1866, New Orleans.	For money loaned, with 8 % interest, from Feb'y 3, 1866, and payable in three equal annual instalments.

(Signed) W. J. Q. BAKER, *Petitioner.*

Oath to Schedule A.—Filed May 30, '68, at 1 p. m.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

On this 30 day of May, A. D. 1868, before me personally came W. J. Q. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule marked "A" respectively, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his estate, real & personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Signed) CHAS. CLAIBORNE, *U. S. C.*

197 SCHEDULE B.—PETITION BY DEBTOR.

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	stimated value.
A tract of land on Bayou Dejiard, in the parish of Ouachita, part of the Perrit tract, the same purchased from Alexander Ambleton, containing $111\frac{66}{100}$ acres, and the back concession of the same, being sec. 79, T. 18 No. of R. 4 E., containing $107\frac{68}{100}$ acres, and lot 4 of sec. 354, and that part of lot 5 of sec. 35, lying south of the railroad, containing 50.24 acres, said tract containing in the aggregate $269\frac{73}{100}$ acres.	Special mortgage in favor of C. L. C. Dupey for sixteen thousand seven hundred and fifty-five dollars, dated Feb'y 19, 1861, to secure payment of notes upon which A. Miltenberger & Co. & John W. Murrill obtained their judgments, which are also recorded & operate as judicial mortgages.	.....	4 000 00
The S. W. $\frac{1}{4}$ and S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of sec. 3, T. 17 N. of R. 4 E., containing $239\frac{70}{100}$ acres.			
The N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, lot 3 and S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, and lot 4, & N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of sec. 15, and N. W. $\frac{1}{4}$ and S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of sec. 14, T. 18 N. of R. 4 E., containing $467\frac{8}{100}$ acres.	Also encumbered by judicial mortgages of all the parties whose judgments are stated on Schedule A, Form 2, which judicial mortgages extend to & operate on all the land surrendered in my individual name on Schedule B, Form 1, all of which are situated in the parish of Ouachita.	.....	300 00
The N. W. $\frac{1}{4}$ of sec. 36, T. 19 N. of R. 4 E., containing $159\frac{72}{100}$ acres, all in Ouachita Parish.		.....	586 00

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in and who subscribed to the foregoing petition and schedule marked B, respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a state-

ment of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

Register in Bankruptcy.

Petitioner.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed ..

198 SCHEDULE B.—PETITION BY DEBTOR.

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person, in trust, for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

INTEREST IN LANDS.

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	ted
A lot of ground in the town of Monr'e, La., adjoining the residence of Mrs. E. W. Warfield, having 60 feet front, more or less, on the Ouachita River, and running back to Grant st.	.....	.....	200 00
A lot of ground in the town of Monroe, La., being part of lot No. 6, sold to W. J. Q. Baker by C. H. Dabbs, having 25 feet parallel with Wood st., and 15 deep, the same purchased from Peyton H. King on the 26th of Jan'y, 1854.	.....	.....	500 00
A tract or parcel of land consisting of six of land on each side of Bayou Bartholomew from its source to its mouth, being the same land confirmed by Congress to the heirs of the Baron De Bastrop, by act approved March 3d, 1851; that part lying in the State of Louisiana having been patented by the United States. The same was purchased at probate sale of the estate of the Baron de Bastrop in the parish of Ouachita, on the 6th day of June, 1859, as per deed from E. H. Roane, curator, and of record in the recorder's office in said parish.	Judicial mortgages for that part lying in Ouachita Parish, as stated in Schedule A, Form 2.	.....	50 00
One sixth interest in the sales of the following-described tracts of land entered in the name of W. W. Pugh, being the N. W. ¼ of N. W. ¼, and N. W. ¼ of S. E. ¼ of sec. 34, the E. ¼ of sec. 23, and the W. ½ of sec. 35, all in township 21 N. of R. 8 E., containing $1,000\frac{74}{100}$ acres.	.....	.....	2,000 00
Also the S. W. ¼ of sec. 8 and section 20, 21, 29, & 28, in T. 21 N. of R. 9 E., containing $2,715\frac{64}{100}$ acres.	.....	.....	200 00

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
Also one-sixth interest in the sales of the following-described tracts of land entered in the name of George C. Lawson, being the W. ½ of section 26, the E. ½ of sec. 27, the E. ½ of sec. 22, the W. ½ of sec. 23, and E. ½ of S. W. ¼ and S. ½ of N. W. ¼ of sec. 17, and E. ½ of sec. 30, all in township 21 N. of R. 5 E., containing 2,165 88/100 acres.	.....	.....	528 00
Also the one-sixth interest in the sales of the following-described tracts of land entered in the name of J. D. Denegre, being the N. E. ¼ of N. E. ¼, the E. ½ of S. W. ¼, and S. W. ¼ of S. E. ¼ of sec. 22, and S. ½ of S. ½, and S. ½ of N. E. ¼ of sec. 23, in township 23 N. of R. 8 E., containing 639 30/100 acres.	.....	.....	451 00
Also the S. E. ¼ of sec. 15 & W. ½ of S. W. ¼ of sec. 24 in township 23, N. of R. 8 E., containing 103 15/100 acres.	.....	.....	100 00
Also all of sec. 15, township 21 N. of R. 9 E., containing 644 48/100 acres.	.....	.....	20 00
Also the one-third interest in the sales of the following-described lands, entered in the name of S. F. Slatter, being the N. E. ¼ section, the N. ½ of N. W. ¼, the N. ½ of S. W. ¼, the S. ½ of S. E. ¼, and S. E. ¼ of S. W. ¼ of sec. 9, in township 16 N. of R. 8 E., containing 549 45/100 acres, certificate No. 5794.	.....	.....	125 00
Also E. ½ of sec., E. ½ of N. W. ¼, the N. W. ¼ and the S. E. ¼ of S. W. ¼ of sec. 4, township 16 N. of R. 8 E., containing 562.82 acres. Cert. 5796.	.....	.....	110 00
Also E. ½ sec. 8, in T. 21 N. of R. 9 E., containing 320. Cert. 5797.	.....	.....	115 00
Also the N. W. ¼ section, the S. ½ of S. W. ¼, and N. E. ¼ of S. W. ¼ of section 26, in township 23 N. of R. 10 E., containing 278.64 acres. Cert. No. 5798.	.....	.....	90 00
Also the E. ½ of section, the E. ½ of S. W. ¼, and S. W. ¼ of S. W. of sec. 33, in T. 23 N. of R. 10 E., containing 439 69/100 acres. Certificate No. 5799.			
Also the S. W. ¼ section, the S. ½ of N. W. ¼, the N. ½ of S. E. ¼, of sec. 35, and S. E. ¼ of sec. 28, and S. W. ¼ of sec. 27, in T. 23 N. of R. 10 E., containing 638 49/100 acres. Certificate No. 5800.	.....	.....	133 00
Also all of section 34 in T. 23 N. of R. 10 E., containing 638 96/100 acres. Certificate No. 5738.	.....	.....	133 00

Particular description of all real estate owned by petitioner, or held by him, and whether under contract or lease.	Encumbrances thereon, if any, and dates thereof.	Statement of all particulars relating thereto.	Estimated value.
Also the one-third interest in the sales of the following-described tracts of land, entered in the name of A. & G. Mittenberger, being the S. W. ¼ of sec. 33, in T. 22 N. of R. 9 E.; containing 160.72 acres.	.....	.....	65 00
Also the one-fourth interest in the sales of the following-described tracts of land, entered in the name of William M. Varnum, being the S, E. ¼ of S. E. ¼ of sec. 5, and N. E. ¼ of N. E. ¼ of sec. 17, in T. 22 N. of R. 10 E., and the N. ½ of the N. E. ¼, and W. ½ of the N. E. ¼ of sec. 20, in T. 22 N. of R. 10 E., containing 140 $\frac{04}{100}$ acres.	.....	.....	44 00
One twenty-seventh interest in the entire Vicksburg, Shreveport and Texas Railroad, as purchased by Jno. T. Ludeling and associates at sheriff's sale at Monroe, La., on the 3 day February, 1866, in the suit of Wm. R. Gordon vs. The Vicksburg, Shreveport and Texas Railroad Company. Order of seizure and sale from 12 district court for the parish of Ouachita. Cash.	.....	.....	5,000 00

(Signed) W. J. Q. BAKER, *Petitioner.*

199 SCHEDULE B.—PETITION BY DEBTOR. [2]

Personal property.

	Dollars.	Cents.
a. Cash on hand	None	
b. Bills of exchange, promissory notes, or securities of any description, (each to be set out separately)	14,684	50
c. Stock in trade in my business of practice of law at Monroe, of the value of	465	00
Law-library, consisting of about 300 volumes, $400; letter-press, $25.00; office-furniture, $40.		
d. Household goods and furniture, household stores, wearing-apparel, and ornaments of the person: Wearing apparel for self	250	00
e. Books, prints, and pictures: 2 steel-plate engravings of Webster & Clay	10	00
f. Horses, cows, sheep, and other animals	None.	
g. Carriage and other vehicles	None.	

h. Farming-stock and implements of husbandry	None.
i. Shipping and in vessels	None.
k. Machinery, fixtures, and apparatus used in business, with the place where each is situated	None.
l. Goods or personal property of any other description, with the place where each is situated: 1 Marvin & Stear's safe, $25; 1 d. b. shot-gun, $25	50 00

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me, personally came , the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Signed) W. J. Q. BAKER,
Petitioner.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of , Schedule B. Filed .

200 SCHEDULE B.—PETITION BY DEBTOR. [3]

Choses in action.

	Dollars. Cents.
a. Debts due petitioner on open account	None.
b. Stock in incorporated companies and interest in joint-stock companies: 100 shares Vicksburg, Shreveport & Texas Railroad, original cost	2,500 00
c. Policies of insurance	None.
d. Unliquidated claims of every nature, with their estimated value	None.

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Sig.) W. J. Q. BAKER,
Petitioner.

Register in Bankruptcy.

Bills of exchange, promissory notes, &c., $\frac{1}{6}$ interest in a judgment rendered in the district court for the parish of Morehouse, in the suit of W. W. Pugh vs. The Estate of D. S. Collier, for the sum of eleven thousand seven hundred and eighty-four $\frac{50}{100}$ dollars, ($11,784.50,) with 8 % interest on 5,892.25 from the 1st of March, 1862, secured by vendor's privilege and judicial mortgage on the land sold by Pugh to Collier, as per deed recorded in the parish of Morehouse.

An acknowledged claim against the estate of John Liles, of the parish of Ouachita, C. H. Morrison executor $\frac{1}{3}$ interest in the proceeds of nine bales of cotton, attached as the property of Wm. F. Harris in the suit of Edward Nolle & Co. vs. Wm. F. Harris, about 400.00.

Judgment in the 12 district court for the parish of Ouachita, La., against F. C. Jones, in favor of W. J. Q. Baker, subject to a credit 10,000.00 Total, $14,684.50.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

201 SCHEDULE B.—PETITION BY DEBTOR. [4]

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of, or to charge.

[N. B.—A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same as far as known to the petitioner.]

General interest.	Particular description.	Supposed value of my interest.	
		Dollars.	*Cents.*
Interest in land	None		
Personal property	None		
Property in money, stock, shares, bonds, annuities, etc	None		
		Amount realized from proceeds of property conveyed.	
		Dollars.	*Cents.*
Rights and powers	None		
Property heretofore conveyed for benefit of creditor	None		
What portion of debtor's property has been conveyed by deeds of assignment, or otherwise, for benefit of creditors, date of such deed, name and address of party to whom conveyed; amount realized therefrom and disposal of same, so far as known to the petitioner	None		

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

W. J. Q. BAKER,
Petitioner.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

202 SCHEDULE B.—PETITION BY DEBTOR. [5]

A particular statement of the property claimed as expected from the operation of said act, by the provisions of the 14th section thereof, giving each item of property and its valuation, and, if any portion of it is real estate, its location, description, and present use.

[N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statute of the State creating the exception.]

		Valuation.	
		Dollars.	*Cents.*
Property claimed to be excepted from the operations of said act, and which may be set apart by the assignee under the 14th section.	Wearing-apparel for self. $250 00 1 letter-press	25	
	Office-furniture	40	
	2 steel engravings	10	
Property claimed to be exempt by State laws; its valuation; whether real or personal estate; its description and present use, and under what State law exemption is claimed.	Law-library, consisting of about 200 volume. $400 00 1 double-barreled shot-gun 25 00		
	425 00		

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Signed) W. J. Q. BAKER,
Petitioner.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

203 SCHEDULE B.—PETITION BY DEBTOR. [6]

The following is a true list of all books, papers, deeds, and writings relating to my trade, business dealings, estate, and effects, or any part thereof, which, at the date of this petition, are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage, and also of all others which have been heretofore at any time in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason of their custody of the same.

Books, none.

Deeds, United States patents, agreements with S. F. Slatter, W. W. Pugh, Geo. C. Lawson, James D. Denegre, made through Bytchell Haynes, Wm. M. Varnum, A. & G. Miltenberger.

Papers, etc. Letters in relation to land.

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this day of , A. D. 187 , before me personally came , the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Signed) W. J. Q. BAKER,
Petitioner.

Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

204 *Oath to Schedule B.—Filed May* 30, 1868, *at* 1 *p. m.*

UNITED STATES OF AMERICA,
District of Louisiana, ss:

On this 30 day of May, A. D. 1868, before me personally came W. J. Q. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his estate, both real & personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

(Signed) CHAS. CLAIBORNE, *U. S. C.*

[Form No. 4.]

Order of reference to register in the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, A PETITION, for adjudication in bankruptcy for himself. } No. 638. In bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

205 Whereas W. J. Q. Baker, of the parish of Ouachita, State of

Louisiana, and district aforesaid, has, on this 30 day of May, A. D. 187 , at 1 o'clock p. m., filed in the office of the clerk of said court a petition for adjudication in bankruptcy, against , according to the provisions of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867:

It is thereupon ordered that said petition be referred to C. S. Kellogg, one of the registers in bankruptcy of this court, to make adjudication thereon, and take such other proceedings therein as are required by said act. And further, that the said petitioner shall, on or before the 5 day of June, 1868, at 11 o'clock a. m., file with said register a duplicate copy of said petition, and the schedules thereto annexed, and that attend before said register on said day, and thenceforth, as said register may direct, to submit to such orders as may be made by said reg-
206 ister or by this court, relating to his said bankruptcy. And further, that, until otherwise ordered by the court, the said register shall act upon the matter arising in this case, at his office at the custom-house building, at such times as he shall fix for that purpose.

Witness the honorable E. H. Durell, judge of the said court, and seal thereof, at New Orleans, in said district, on Saturday, the 30 day of May, A. D. 1873.

(Signed) CHAS. CLAIBORNE,
Clerk of the District Court for said District.

207 *Certificate of correctness.—Filed June* 6, 1868.

In the district court of the U. S. for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y.

At New Orleans, in said district, on the 5th day of June, A. D. 1868, before Mr. C. S. Kellogg, one of the registers of said district court in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

I hereby certify that I have this day examined the said bankrupt's petition and schedules filed therewith, and find that the same are correct in form and number.

(Signed) C. S. KELLOGG,
Register in Bank'y.

A true copy:
(Signed) C. S. KELLOGG,
Register in Bank'y.

208 [Form No. 5.]

Adjudication of bankruptcy upon debtor's petition.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BY whom a petition for adjudication of bankruptcy was filed on the 30 day of May, A. D. 18 , in said court. } In bankruptcy, No.

At New Orleans, in said district, on the 5 day of June, A. D. 1868, before W. J. Q. Baker, one of the registers of said court in bankruptcy.

I, the undersigned, a register of said court in bankruptcy, upon good

proof before me, C. S. Kellogg, said register, taken, do find that the said W. J. Q. Baker has become a bankrupt within the true intent and meaning of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867; and I do hereby declare and adjudge him a bankrupt accordingly.

(Signed) C. S. KELLOGG,
Register in Bankruptcy.

A true copy:
(Signed) C. S. KELLOGG.
Register in Bankruptcy.

209 In the district court of the United States, for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bankruptcy.

At New Orleans, in said district, on the 6 day of June, A. D. 1868, before Mr. C. S. Kellogg, one of the registers of said district court in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

I hereby certify that I have this day issued a warrant in bankruptcy against the estate of said bankrupt, who has been adjudged a bankrupt on his own petition, calling for the first meeting of the creditors of said bankrupt to prove their debts, and choose one or more assignees of his estate, to be holden at a court of bankruptcy at the office of C. S. Kellogg, register in bankruptcy, before said register, returnable on the 6 day of July, 1868, at 9 o'clock a. m.

(Sig.) C. S. KELLOGG,
Register in Bankruptcy.

A true copy:

C. S. KELLOGG,
Register in Bankruptcy.

210 [Form No. 11.]

Certified memorandum of first meeting of creditors.

In the district court of the United States for the district of Louisiana

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. No.

At New Orleans, in said district, on the 6 day of July, A. D. 1868, before Mr. C. S. Kellogg, register in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

MEMORANDUM.—This being the day appointed by the court for the first meeting of creditors under the said bankruptcy, whereof the notice required in that behalf has been duly given, I, the undersigned, register of the said court in bankruptcy, sat at the time and place abovementioned, pursuant to such notice, to take the proof of debts and for the choice of assignees under the said bankruptcy; and I do hereby

certify that no part in number nor in value of the creditors proved their debts, nor were present, or duly represented, and there was a failure to make choice of an assignee, and there being no opposing interest, I appointed E. E. Norton, of New Orleans, State of Louisiana, as assignee of the same.

Failed to make choice of an assignee of said bankrupt's estate, and there being no opposing interest, I further certify to the court the failure to make such choice of assignee, in order that the court may take action in the premises.

C. S. KELLOGG,
Register in Bankruptcy.

I, E. H. Durrell, judge of the district court of the U. S. for the district of Louisiana, do hereby approve and confirm the said appointment of assignee.

(Sig.) E. H. DURRELL,
District Judge.

True copy:

C. S. KELLOGG,
Register in Bankruptcy.

211 [Form No. 13.]

Creditors who have proved their debts at first meeting.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. No.

At New Orleans, in said district, on the 6 day of July, A. D. 1868, before Mr. C. S. Kellogg, register in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

The following is a list of creditors who have this day proved their debts:

Names of creditors.	Residence.	Debts proved.	
		Dollars.	Cents.
None.	None.	None.	

Register in Bankruptcy.

212 [Form No. 12.]

Abstracts of proceedings under section four.—Form of memorandum to be returned to clerk by the register of his action in each case.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. No. 638.

At New Orleans, in said district, on the 6 day of July, A. D. 1868, before Mr. C. S. Kellogg, register in bankruptcy, at his office in custom-house building.

DISTRICT OF LOUISIANA, *ss:*

MEMORANDUM.—This day attended the first meeting of creditors of W. J. Q. Baker, the bankrupt aforesaid, at said place, where no choice was made of assignee as appears by the papers herewith returned.

C. S. KELLOGG,
Register in Bankruptcy.

True copy:

C. S. KELLOGG,
Register in Bankty.

213 [Form No. 16.]

Notification of appointment of assignee.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. No. 638.

DISTRICT OF LOUISIANA, *ss:*

To E. E. Norton, of New Orleans, and State of Louisiana:

I do hereby certify to you that you were duly appointed assignee of the estate and effects of the above-named bankrupt, at the first meeting of creditors, on the 6 day of July, A. D. 1868, and I do hereby approve and confirm said ; and I do further certify that no part in value nor in number of the creditors of said bankrupt proved their claims nor were present or were represented at the said meeting.

Dated at New Orleans the 6 day of July, A. D. 1868.

(Signed) C. S. KELLOGG,
Register in Bankruptcy.

Acceptance of assignee.

To whom it may concern:

Be it known that I hereby signify my acceptance of the trust of assignee of the estate of the above-named bankrupt this 7 day of July, A. D. 1868.

(Signed) E. E. NORTON.

True copy:

C. S. KELLOGG,
Register in Bankruptcy.

214 [Form No. 18.]

Assignment of bankrupt's effects.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. No. 638.

DISTRICT OF LOUISIANA, *ss:*

Know all men by these presents that E. E. Norton, of New Orleans, in the parish of Orleans, and State of Louisiana, in said district, has been duly appointed assignee in said matter. Now, therefore, I, C. S. Kellogg, register in bankruptcy of said district, by virtue of the authority vested in me by the 14th section of an act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, do hereby convey and assign to the said E. E. Norton, assignee as aforesaid, all the estate, real and personal, of the said W. J. Q. Baker, bankrupt aforesaid, including all the property, of whatever kind, of which he is possessed, or in which he was interested, or entitled to have, on the 30 day of May, A. D. 1868, with all his deeds, books and papers relating thereto, excepting such property as is exempted from the operation of this assignment by the provisions of said fourteenth section of said act.

To have and to hold all the foregoing premises to the said E. E. Norton, and his heirs forever, in trust, nevertheless, for the use and purposes, with the powers, and subject to the conditions and limitations set forth in said act.

In witness whereof I, the said C. S. Kellogg, have hereunto set my hand and caused the seal of said court to be affixed this 8 day of July, A. D. 1868.

(Sig.) C. S. KELLOGG,
Register in Bankruptcy.

True copy:

C. S. KELLOGG,
Register in Bankruptcy.

215 [Form No. 51.]

Petition of bankrupt for his discharge.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bankruptcy. 638.

To the Hon. E. H. Durell, judge of the district court of the United States for the district of Louisiana:

W. J. Q. Baker, , in the parish of Ouachita, and State of Louisiana, in said district, respectfully represents that, on the day of June last past, he was duly declared a bankrupt, under the act of Congress in that case made and provided; that he hath duly surrendered all his property and rights of property, and fully complied with and obeyed all the orders and directions of the court touching his bankruptcy, and is ready to submit himself to any further examination, orders, and directions which the court may require.

Wherefore he prays that he may be decreed by the court to have a

full discharge from all his debts provable under said bankrupt act, and a certificate thereof granted according to the said act of Congress.

Dated this 9 day of Jany., A. D. 1869.

W. J. Q. BAKER, *Bankrupt.*

216 (Indorsed:) No. . U. S. district court. Petition for discharge. In the matter of , bankrupt.

Order of the court thereon.

DISTRICT OF LOUISIANA, *ss:*

On this 20 day of Jany., A. D. 1869, on reading the foregoing petition, it is ordered by the court that a hearing be had upon the same on the 27 day of Feby., 1869, before said court, at New Orleans, in said district, at 11 o'clock a. m.; and that notice thereof be published in two newspapers printed in said district for 3 times, once a week; and that all creditors who have proved their debts, and other persons in interest, may appear at the same time and place, and show cause, if any they have, why the prayer of the said petition should not be granted.

And it is further ordered by the court that all such creditors, whose places of residence are known, shall be entitled to a service of notice of the said petition and order, either personally or by letter addressed to them at their known usual place of residence, attested by the clerk of the court, or served at their usual place of abode by the marshal or his deputy, or sent by mail, whereof due notice shall be given.

Witness the honorable E. H. Durrell, judge of the said court, and the seal thereof, at New Orleans, 20 day of Jany., A. D. 1869.

K. LOEW,
Dy. Clerk of District Court for said District.

217 *Order to lease.—Filed Jany.* 27, '69.

District court of the United States, district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, BANKRUPT. } In bank'y. 638.

On motion of H. D. Stone, of cou'sel for E. E. Norton, assignee herein, and upon representing to the court that the following hereinafter-described land is producing no revenue, and that it is to the interest of this bankruptcy that the same be leased for the year 1869:

It is ordered that E. E. Norton, assignee, be and is hereby authorized and empowered to lease the hereinafter-described property to Dr. R. C. Strother, of Monroe, La., for the year 1869, for the sum of five hundred dollars upon such terms and conditions as he may deem most advantageous for the interest of the creditors herein.

DESCRIPTION OF PROPERTY.—A tract of land on Bayou Siard, in Ouachita Parish, La., part of the Perret tract, being the same purchased from A. Ambleton, containing $111\frac{86}{100}$ acres and the back concession of the same, by sec. 79, T. 18 north, of range 4 east, containing $107\frac{68}{100}$ acres, and lot No. 4, sec. 35 south of the railroad, containing $50\frac{24}{100}$ acres, said tract containing in the aggregate $269\frac{78}{100}$ acres.

218 Jany. 27, 69.

E. H. DURELL, *Judge.*

Petition & rule to sell—Filed Jany. 27, 1869.

United States district court for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y. 638.

The petition of E. E. Norton, of the city of New Orleans, herein appearing as the assignee in bankruptcy of the estate of W. J. Q. Baker, bankrupt, respectfully represents:

That among the assets surrendered by the bankrupt and belonging to the aforesaid estate in bankruptcy, there is the following-described real estate situated in the State of Louisiana, in the parish of Ouachita, to wit:

219 A tract of land on Bayou de Siard, in the parish of Ouachita, part of the Perret tract, the same purchased from Alexander Ambleton, containing $111\frac{86}{100}$ acres, and the back concession of the same, being sec. 79, T. 18 N., of R. 4 E., containing $107\frac{68}{100}$ acres, and lot 4 of sec. 35, & that part of lot 5 of sec. 35 lying south of the railroad, containing $50\frac{24}{100}$ acres, said tract containing in the aggregate $269\frac{78}{100}$ acres.

The S. W. $\frac{1}{4}$ & S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of sec. 3, T. 17 N., of R. 4 E., containing $239\frac{70}{100}$ acres.

The N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, lot 3 & S. E $\frac{1}{4}$ of N. E. $\frac{1}{4}$, and lot 4 and N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of sec. 15, and N. W. $\frac{1}{4}$ and S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of sec. 14, T. 18 north, of R. 4 E., containing $469\frac{8}{100}$ acres.

The N. W. $\frac{1}{4}$ of sec. 36, T. 19 N., of R. 4 E., containing $159\frac{72}{100}$ acres, all in Ouachita Parish; a lot of ground in the town of Monroe, La., adjoining the residence of Mrs. E. W. Warfield, having 60 feet front, more or less, on the Ouachita River, and running back to Grand st.

A lot of ground in the town of Monroe, La., being part of lot No. 6, in square No. 1, immediately in rear of the front part of lot No.
220 6, sold to W. J. Q. Baker by C. H. Dubbs, having 25 feet parallel with Wood st. and 15 feet deep, the same purchased from Peyton H. King on the 26 day of Jany., 1854. A tract or parcel of land consisting of six toises of land on each side of Bayou Bartholomew, from its source to its mouth, being the same land confirmed by Congress to the heirs of the Baron de Bastrop, by act *of* approved March 3, 1851, that part lying in the State of Louisiana having been patented by the United States. The same was purchased at the probate sale of the estate of the Baron de Bastrop, in the parish of Ouachita, on the 6 day of June, 1859, as per deed from E. H. Roane, curator, and of record in the recorder's office in said parish.

One-sixth interest in the sales of the following-described tracts of land entered in the name of W. W. Pugh, being the N. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ & N. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of sec. 34, the E. $\frac{1}{2}$ of sec. 33, and the W. $\frac{1}{2}$ of sec. 35, all in township 21 N., of R. 8 E., containing $1{,}000\frac{74}{100}$ acres. Also, the S. W. $\frac{1}{4}$ of sec. 8 and sections 20, 21, 29, & 28, in township 21 N., of R. 9 E., containing $2{,}715\frac{64}{100}$ acres. Also, the one-sixth interest in the sales of the following-described tracts of land entered in the
221 name of Geo. C. Lawrason, being the W. $\frac{1}{2}$ of sec. 26, the E. $\frac{1}{2}$ of sec. 27, the E. $\frac{1}{2}$ of sec. 22, the W. $\frac{1}{2}$ of sec. 23, and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, and S. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ of sec. 17, and E. $\frac{1}{2}$ of sec. 30, all in T. 21 N., of R. 9 E., containing $2{,}165\frac{88}{100}$ acres. Also, the one-sixth interest in the sales of the following-described tracts of land entered in the name of J. D. Denegre, being the N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, the E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, and S. W. $\frac{1}{4}$

of S. E. ¼ of sec. 22, and S. ½ of S. ½ and S. ½ of N. E. ¼ of sec. 23, in township 23 N., of R. 8 E., containing 139 $\frac{36}{100}$ acres.

Also, the S. E. ¼ of S. E. ¼ of sec. 15, and W. ½ of S. W. ¼ of sec. 24, in township 23 N., of R. 8 E., containing 103 $\frac{15}{100}$ acres. Also, all of sec. 15 in T. 21 N., of R. 9 E., containing 644 $\frac{48}{100}$ acres. Also, the one-third interest in the sales of the following-described lands entered in the name of S. F. Slatter, being the N. E. ¼ sec., the N. ½ of N. W. ¼, the W. ½ of S. W. ¼, the S. ½ of S. E. ¼, and S. E. ¼ of S. W. ¼ of sec. 9, T. 16 N., of R. 8 E., containing 549 $\frac{48}{100}$ acres. Certificate No. 5794.

Also, E. ½ of sec. E. ½ of N. W. ¼, the N. W. ¼, and S. E. ¼ of S. W. ¼ sec. 4 T. 16 N., of R. 8 E., containing 560 $\frac{65}{100}$ acres. Cert. 5795.

222 Also, all except the N. E. ¼ of S. W. ¼ of sec. 3, T. 16 N., of R. 8 E., containing 562 $\frac{82}{100}$ acres. Certificate 5796.

Also, E. ½ of sec. 8 in T. 21 N., of R. 9 E., containing 320 acres. Certificate 5797. Also, the N. W. ¼ sec., the S. ½ of S. W. ¼, & N. E. ¼ of S. W. ¼ of sec. 26, in T. 23 N., of R. 10 E., containing 278.64 acres. Certif. No. 5798. Also, the E ½ of sec., the E. ½ of S. W. ¼, and S. W. ¼ of S. W. ¼ of sec. 33, in T. 23 N., of R. 10 E., containing 439 $\frac{69}{100}$ acres. Cert. No. 5799. Also, the S. W. ¼ sec., the S. ½ of N. W. ¼, the N. ½ of S. E. ¼ of sec. 35, and S. E. ¼ of sec. 28, and S. W. ¼ of sec. 27, T. 23 N., of R. 10 E., containing 638 $\frac{49}{100}$. Certificate 5800.

Also, all of sec. 38 in T. 23 N., of R. 10 E., containing 638 $\frac{96}{100}$ acres. Certificate No. 5738.

Also, the one-third interest in the sales of the following-described tracts of land, entered in the name of A. & G. Miltenberger, being S. W. ¼ of sec. 33, in T. 22 N., of R. 9 E., containing 160 $\frac{72}{100}$ acres.

Also, the one-fourth interest in the sales of the following-described tracts of land, entered in the name of Wm. M. Vancure, being

223 the S. E. ¼ of S. E. ¼ of sec. 8, and N. E. ¼ of N. E. ¼ of sec 17, in T. 22 N., of R. 10 E., & the N. ½ of the N. E. ¼ and W. ½ of the N. E. ¼ of sec. 20, in T. 22 N., of R. 10 E., containing 140 $\frac{4}{100}$ acres.

One twenty-seventh interest in the entire Vicksburg, Shreveport & Texas Railroad, as purchased by Jno. T. Ludeling & associates, at sheriff's sale, at Monroe, La., on the 3 day of Feb'y, 1866, at the suit of W. R. Gordon vs. The Vicksburg, Shreveport & Texas Railroad Co., order of seizure & sale from 12 district court for the parish of Ouachita.

Your petitioner further represents that the said hereinbefore described real estate is as appears of record encumbered and charged with the following hereinafter specified mortgages, judgments, liens, and privileges resting thereon, to wit:

Judicial mortgages.

In favor of	A. Miltenberger & Co., for	7,000 00
" " "	" " "	700 00
" " "	John W. Murrill "	9,755 00
" " "	"	975 00
" " "	D. A. Ratcliff	278 24
" " "	Alfred Laforest	783 62
224 " " "	Emily Terry & M. Clemmonds	1,500 00
" " "	A. Miltenber & Co	10,330 43
" " "	Alexander Ambleton	520 15
" " "	State of Louisiana, (special)	1,000 00
" " "	C. L. C. Dupey, dated Feb'y 19, 1861	16,755 00

And your petitioner further represents that it is impossible for him to determine the validity of said incumbrances and the amount due

thereon; that he cannot ascertain the value of said property by agreement between himself and the creditors holding said security as provided in section 20 of the bankrupt act of 1867, and that it is necessary, in order to ascertain the value of said property, and for the due, proper, and speedy administration of said estate, and for the interests of the creditors therein, that said estate be sold at public auction free and
225 clear of all incumbrances. That all said judgments, mortgages, liens, and privileges recorded against said property, be cancelled and erased, so that your petitioner can convey a clear & unincumbered title to any purchaser thereof, reserving to said A. Miltenberger & Co., Jno. W. Murrill, D. A. Ratcliff, Alfred Laforest, Emily Terry, Matilda Clemmonds, Alexander Ambleton, State of Louisiana, C. L. C. Dupuy, and to all other persons all their rights in law to the proceeds of the sale of said property upon the distribution thereof.

Wherefore your petitioner prays that he may be ordered and authorized to sell said property above described, at public auction, free and clear from all incumbrances. That all said judgments, mortgages, liens, and privileges, recorded against said property be cancelled and erased, so that your petitioner can convey a clear & unincumbered title to any purchaser thereof, reserving to said A. Miltenburger & Co., Jno. W. Murrill, D. A. Ratcliff, Alfred Laforest, Emily Terry, Matilda Clemmonds, Alexander Ambleton, State of La., C. L. C. Dupuy, and to all other persons, all the rights in law to the proceeds of the sale of said property according to their rank; and he prays for all other necessary orders.

226 (Signed) H. D. STONE, *Attorney.*

On motion of H. D. Stone, attorney of E. E. Norton, assignee, and upon suggesting to the court that he has filed in this court the foregoing petition, it is ordered:

That A. Miltenberger & Co., New Orleans; John W. Murrill, Richmond, Va.; D. A. Ratcliff, New Orleans; Alfred Laforest, New Orleans; Emily Terry & Matilda Clemmonds, Farmersville, La.; Alexander Ambleton, Sevier Co., Arkansas; State of Louisiana, C. L. C. Dupuy, and all other parties in interest, do show cause upon the 20 day of Feby., A. D. 1869, at eleven o'clock, a. m., before this court, why the said petition should not be granted, and said property sold as prayed for, and why all incumbrances recorded against said property should not be cancelled and erased. And it is further ordered, that notice of this petition and order be served upon said A. Miltenberger & Co., Jno. W. Murrill, D. A. Ratcliff, Alfred Laforest, Emily Terry & Matilda Clemmonds, Farmersville, La., Alexander Ambleton, State of La., C. L. C. Dupuy, and all other persons, by serving a copy thereof upon them or their
227 agent or attorney, or by said E. E. Norton, assignee, publishing a copy of said petition and order three times in the New Orleans Republican, a newspaper printed in New Orleans, La., the last publication to be made at least five days before the day of hearing, Jan'y 27, 1869.

(Signed) E. H. DURELL, *Judge.*

Proof of service—Filed Feb'y 20, 1869.

United States district court, district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y. No. 638.

Personally appeared before me the undersigned authority, Emory E.

Norton, the assignee in bankruptcy of the estate of W. J. Q. Baker, bankrupt, who, being duly sworn, deposes and says:

That he has made service of the above petition and order to sell property, and cancel mortgages filed herein on the 27 day of Jan'y, 1869, by publishing a copy of the same in the New Orleans Republican,
228 a newspaper published in the city of New Orleans, as ordered and directed in aforesaid petition & order filed herein as aforesaid.

(Sig.) E. E. NORTON, *Assignee.*

Sworn to and subscribed before me this 20 day of Feb'y, 1869.

(Sig.) K. LOEW, *D'y Clk.*

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } No. 638. In bankruptcy.

J. Eunemoser, being duly sworn, says that he has examined the files of the "Louisiana Intelligencer," a newspaper published in the town of Monroe, and finds that the notices calling upon the creditors of the above-named bankrupt, W. J. Q. Baker, to show cause, if any they have, why the said bankrupt should not be granted a certificate thereof from all his debts and other claims provable under the bankrupt act, approved March 2d, 1867, were published, as follows, viz:

229 In the "Louisiana Intelligencer," on the Jan'y & Feb. 3 & 10, 1869.

Sworn to and subscribed before me this 23' day of February, 1869.

W. R. HARDY,
U. S. Commissioner.

Examination, oath, & certificate of register.—Filed Feb'y 23, '69, *at* 11 *a. m.*

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF WESLEY J. Q. BAKER, bankrupt. } In bank'y. No. 638.

At New Orleans, in said district, on the 23' day of Feb'y, A. D. 1869, before C. S. Kellogg, one of the registers in bankruptcy of said court.

H. D. Stone appeared for assignee.
" " bankrupt.
" " creditor.

DISTRICT OF LOUISIANA, *ss:*

WESLEY J. Q. BAKER, of Monroe, in the parish of Ouachita and State of Louisiana, being duly sworn and examined at the time and
230 place above mentioned, upon his oath, says:

Question 1. Are all the statements in your petition and schedules true in relation to your creditors and to your property?

Answer. Yes.

Question 2. Have you made a full surrender of all your property of every description to the assignee?

Answer. Yes.

Question 3. Have you in all respects conformed to the bankrupt law of March 2, 1867, as relates to your discharge?

Answer. Yes.

Question 4. Have you any contingent interest in any estate, real or personal, not mentioned in your schedules?

Answer. None.

Question 5. Have you parted with any property within four months previous to the filing of your petition, contrary to the provisions of the bankrupt act of March 2, 1867?

Answer. No.

(Signed) W. J. Q. BAKER.

C. S. KELLOGG,
Register in Bankruptcy.

231 District court of the United States for the district of La.

IN THE MATTER OF WESLEY J. Q. BAKER, BANKRUPT. } In bank'y. No. 638.

DISTRICT OF LOUISIANA, *ss:*

WESLEY J. Q. BAKER, petitoner above named, being duly sworn, deposes and says, that he has not wilfully sworn falsely in his affidavit annexed to his petition, schedule, or inventory filed in this case, or upon any examination in the course of the proceedings in bankruptcy in relation to any material fact concerning his estate or his debts, or in any other material fact; that he has not concealed any part of his estate or effects, or any books or writings relating thereto; that he has not been guilty of any fraud or negligence in the care, custody, or delivery to the assignee of the property belonging to him at the time of the presentation of his petition and inventory, excepting such property as he is permitted to retain under the provision of the bankrupt act
232 passed by Congress, approved March 2, 1867, and entitled "An act to establish a uniform system of bankruptcy throughout the United States;" that he has not caused, permitted, or suffered any loss, waste, or destruction thereof; that he did not, within four months before the commencement of such proceedings, procure his lands, goods, money, or chattles, or any part thereof, to be attached, sequestered, or seized on execution; that since the passage of said act he has not destroyed, mutilated, altered, or falsfied any of his books, documents, papers, writings, or securities; that he has not made or been privy to the making of any false or fraudulent entry in any book of account or other document with intent to defraud his creditors; that he has not removed, or caused to be removed, any part of his property from this district with intent to defraud his creditors; that he has not given any fraudulent preference contrary to the provisions of the said act, or made any fraudulent payment, gift, transfer, conveyance, or assignment of any part of his property or lost any part thereof in gaming; that
233 he has not admitted a false or fictitious debt against his estate; that he has not had knowledge that any person has proved a false or fictitious debt against his estate without having disclosed the same to his assignee within one month after such knowledge; that he has not whilst being a merchant or tradesman, failed subsequently to the passage of this act to keep proper books of account; that he has not, nor has any person in his behalf, procured the assent of any creditor to the discharge or influenced the action of any creditor at any stage of the proceedings by any pecuniary consideration or obligation; that he

has not, in contemplation of becoming bankrupt, made any pledge, payment, transfer, assignment, or conveyance of any part of his property, directly or indirectly, absolutely or conditionally, for the purpose of preferring any creditor or person having a claim against him, or for the purpose of preventing the property coming into the hands of the assignee, or being distributed under said bankrupt act in satisfaction of his debts; that he has not been convicted of any misdemeanor
234 under said act, or been guilty of any fraud whatever, contrary to the true intent thereof; and that he has not done, suffered, or been privy to any act, matter, or thing specified in the said bankrupt act as a ground for withholding a discharge or as invalidating a discharge if granted.

Subscribed and sworn to before me by the above-named Wesley J. Q. Baker, at New Orleans, in the State of Louisiana, this 23' day of February, 1869.

(Sig.) C. T. KELLOGG,
Register in Bank'y.

In the district court of the U. S. for the district of Louisiana.

IN THE MATTER OF WESLEY J. Q. BAKER, bankrupt. } In bank'y. No. 638.

t New Orleans, in said district, on the 23 day of Feb'y, A. D. 1869, before C. S. Kellogg, one of the registers of said court in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

I, the undersigned, register in bankruptcy, do hereby certify
235 that all the proceedings had or taken before in said cause, were strictly in conformity to law, and to the rules and forms of proceedings, and general orders in bankruptcy adopted by the Supreme Court of the U. S., and to the rules adopted by the Hon. E. H. Durell, judge of the district court of the U. S. for the district of Louisiana, and that all costs of the register have been paid up to date.

(Sig.) C. S. KELLOGG,
Register in Bankruptcy.

Decree for sale.

SATURDAY, *Feb'y* 27, 1869.

Present, his Honor E. H. Durell.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y. No. 638.

The petition & rule filed by the assignee on the 27th Jan'y, 1869, were called up, H. D. Stone for assignee, and it appearing to the satisfaction of the court that the service required by law has been duly
236 made, and that the facts set forth are true;

It has been that the prayer of the petition be granted, and the rule be made absolute.

That the assignee be authorized to sell the bankrupts property following, to wit:

A tract of land in the parish of Ouachita, part of the Perret tracts, the same purchased from Alexander Ambleton, containing $111\frac{86}{100}$ acres, and

the back concession of the same, being sec. 79, T. 18 N., of R. 4 E., containing $107\frac{68}{100}$ acres, and lot 4, of sec. 35, and part of lot 5, of sec. 35, lying south of the railway, containing $50\frac{24}{100}$ acres; said tract containing, in the aggregate, $269\frac{78}{100}$ acres; the S. W. ¼ of S. ½ of S. E. ¼ of sec. 3, T. 17 N., of R. 4 E., containing $239\frac{70}{100}$ acres; the N. ½ of N. E. ¼, lot 3, and S. E. ¼, of N. E. ¼, & lot 4, & N. E. ¼ & N. E. ¼ of S. E. ¼ of sec. 36, T. 19, N., of R. 4 E., containing $469\frac{8}{100}$ acres.

The N. W. ¼ of sec. 36, T. 19 N., of R. 4 E., containing $159\frac{72}{}$ acres, all in Ouachita Parish.

237 A lot of ground in the town of Monroe, La., adjoin'g the residence of Mrs. E. W. Warfield, having 60 feet front, more or less, on the Ouachita River, & running back to Grand st. A lot of ground in the town of Monroe, La., being part of lot No. 6, in square No. 1, immediately in rear of the front part of lot No. 6, sold to W. J. Q. Baker by C. H. Dobbs, having 25 feet parallel with Wood st., & 15 feet deep, the same purchased from Peyton H. King, on the 26 Jan'y, 1854.

A tract or parcel of land containing of six toises of land on each side of Bayou Bartholomew, from its source to its mouth, being the same land confirmed by Congress to the heirs of the Baron de Bastrop, by act approved March 3, 1851, that part lying in the State of La. having been patented by the U. S. The same was purchased at probate sale of the estate of Baron de Bastrop, in the parish of Ouachita, on the 6 day of Jan'y, 1859, as per deed from E. H. Roane, curator, and of record in the recorder's office of said parish.

238 One-sixth interest in the sales of the following-described tracts of land, entered in the name of W. W. Pugh, being the N. W. ¼ of the N. E. ¼, & N. W. ¼ of S. E. ¼ of sec. 34; the E. ½ of sec. 33 and the W. ½ of sec. 35, all in T. 21 N., of R. 8 E., containing $1,000\frac{74}{100}$ acres.

Also, the S. W. ¼ of sec. 8, and sections 20, 21, 29, & 28 in T. 21 N. of R. 9 E., containing $2,715\frac{64}{100}$ acres.

Also, the one-sixth interest in the sales of the following-described tracts of land, entered in the name of Geo. C. Lawrason, being the W. ½ of sec. 26, the E. ½ of sec. 27, the E. ½ of sec. 22, the W. ½ of sec. 23, and E. ½ of S. W. ¼, and S. ½ of N. W. ¼ of sec. 17, and E. ½ of sec. 30, all in T. 21 N., of R. 9 E., containing $2,165\frac{88}{100}$ acres.

Also, the one-sixth interest in the sales of the following-described tracts of land, entered in the name of J. D. Denegre, being the N. E. ¼ of the N. E. ¼, the E. ½ of S. W. ¼, and S. W. ¼ of S. E. ¼ of sec. 22; and S. ½ of S. ½ & S. ½ of N. E. ¼ of sec. 23, in T. 23 N., of R. 8 E., containing 639.36 acres. Also, the S. E. ¼ of S. E. ¼ of sec. 15; and W. ½ of S. W. ¼ of sec. 24, in T. 23 N., of R. 8 E., containing 103.15 acres.

Also, all of sec. 15, in T. 21 N., of R. 9 E., containing $644\frac{48}{100}$ acres.

239 Also, the one-third interest in the sale of the following described lands, entered in the name of S. F. Slatter, being the N. E. ¼ sec., the N. ½ of N. W. ¼, the N. ½ of S. W. ¼, the S. ½ of S. E. ¼ of sec. 9, T. 16 N., of R. 8 E., containing 549.48 acres.

Certificate No. 5794. Also, E. ½ of sec., E. ½ of N. W. ¼, the N. W. ¼, and S. E. ¼ of S. W. ¼ sec. 4, T. 16 N., of R. 8 E., containing 560.65 acres.

Certificate 5795. All except the N. E. ¼ of S. W. ¼ of sec. 3, T. 16 N., of R. 8 E., containing 562.82 acres.

Certificate 5796. Also, E. ½ of sec. 8, in T. 21 N., of R. 9 E., containing 320 acres.

Certificate 5797. Also, the N. W. ¼ sec., the S. ½ of S. W. ¼, & N. E. ¼ of S. W. ¼ of sec. 26, in T. 23 N., of R. 10 E, containing 278 64/100 acres.

Certificate No. 5798. Also the E. ½ of sec., the E. ½ of S. W. ¼, & S. W. ¼ of S. W. ¼ of sec. 33, in T. 23 N., of R. 10 E., containing 439 69/100 acres.

Certificate No. 5799. Also the S. W. ¼ sec., the S. ½ of N. W. ¼, the N. ½ of S. E. ¼ of sec. 27, T. 28 N., of R. 10 E., containing 638 40/100 acres.

240 Certificate No. 5800. Also all the sec. 34, in T. 23 N., of R. 10 E., containing 638 96/100 acres.

Certificate No. 5738. Also, one-third interest in the sales of the following-described tracts of land, entered in the name of A. & G. Millenberger, being the S. W. ¼ of sec. 33, in T. 22 N., of R. 9 E., containing 160.72 acres.

Also one-fourth interest in the sales of the following-described tracts of land, entered in the name of W. M. Vancure, being the S. E. ¼ of S. E. ¼ of sec. , & N. E. ¼ of N. E. ¼ of sec. 7, in T. 22 N., of R. 10 E., and the N. ½ of the N. E. ¼, & W. ½ of the N. E. ¼ of sec. 20, in T. 22 N., of R. 10 E., containing 140 4/100 acres.

One twenty-seventh interest in the entire Vicksburg, Shreveport & Texas Railroad, as purchased by Jno. T. Ludeling & associates, at the sheriff's sale at Monroe, La., on the 3d day of Feb'y, 1866, at the suit of W. R. Gordon vs. The Vicksburg, Shreveport & Texas R. R. Co., order of seizure and sale from 12 district court for parish of Ouachita.

240 It is further ordered that the assignee be also authorized to cancel all mortgages, judgment-liens, & privileges resting against said property, and particularly the following:

Judicial mortgages, favor A. Millenberger & Co., for	7,000	00
Judicial mortgages, favor A. Millenberger & Co.	700	00
Judicial mortgage, favor J. W. Murrill	9,755	00
" "	975	00
D. A. Ratcliff	278	24
Alfred Laforest	783	62
E. Terry & M. C. Clemons	1,500	00
A. Millenberger & Co.	10,330	45
Alex. Ambeeton	520	15
State of La.	1,000	00
Special " C. L. C. Dupuy, dated Feb'y 10, 1861	16,755	00

reserving to said parties & to all others in interest all their rights in law to the proceeds of sale of the property, according to rank & priority.

(Extract from the minutes of 27 Feb'y, '69.)

242 *Certificate of assignee.—Filed Feb'y* 29, '69.

[E. E. Norton, assignee. Custom-house office of the assignee in bankruptcy.]

NEW ORLEANS, *Feb'y* 27, 1869.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y, No. 638.

In this case I certify that the bankrupt has passed the examination required under the order of court of November 18, 1868.

I do not oppose the bankrupt discharge.

(Signed) E. E. NORTON, *Assignee.*

Bankrupt's discharge.—Filed Feb'y 27, 1869.

United States district court, district of Louisiana. No. 638. In bank'y, Feb'y 27, '69.

Present, the Hon. E. H. Durell, judge:

Whereas W. J. Q. Baker has been adjudged bankrupt under
243 the act of Congress establishing a uniform system of bankruptcy throughout the U. S., approved March 2, 1867, & whereas it has been shown to the satisfaction of the court that the said bankrupt has bona-fide surrendered all his property and rights of property and has conformed to all the requirements of the law in that behalf; that proof of publication according to the rules of this court has been duly made and notice given to the creditors; and it further appearing that no written dissent to the bankrupt's discharge has been filed by a majority in number and value of his creditors, who have proved their debts, and no sufficient cause being now shown why the prayer of the petitioner should not be granted:

It is therefore ordered and decreed by the court that the said W. J. Q. Baker be, and he is hereby, forever discharged from all debts and claims which by said act are made provable against his estate, and which existed on the 30 day of May, 1868, on which day the petition for adjudication was filed, excepting such debts, if any, as are by said act excepted from the operation of a discharge in bankruptcy.

It is further ordered that the clerk certify this decree under the seal of the court, & deliver the same to the bankrupt when demanded.

(Signed) E. H. DURELL,
U. S. Judge.

244 *Report of assignee.—Filed May 7, 1869.*

NEW ORLEANS, *May* 1, 1869.

To the Hon. E. H. Durell, judge of the U. S. district court for the district of Louisiana:

I have the honor to report that I have collected in the estate of W. J. Q. Baker, No. 638, in bankruptcy, nothing during April, say $, and have disbursed for account of same three hundred & twelve dollars, say $312 00

Balance to debt..... 312 00

Respectfully submitted.

(Signed) E. E. NORTON, *Assignee.*

Order to sell.

FRIDAY, *May* 21, 1869.

Present: His Hon. E. H. Durell.

IN THE MATTER OF }
W. J. Q. Baker. }

On motion of H. D. Stone, atty. for E. E. Norton, assignee of said estate in bankruptcy, and upon suggesting to the court that it is necessary for a final settlement of said estate in bankruptcy, and that it is to

the advantage of the creditors therein, & that all of the assets
245 except real estate of said estate in bankruptcy be sold—

It is ordered that E. E. Norton, assignee of said estate in bankruptcy, have leave, and he is hereby authorized, to sell all the assets, except real estate of said estate in bankruptcy, either at public or private sale & upon such terms as he may deem most advantageous for the interest of the creditors of said estate.

Order to sell real estate.—Filed May 24, 1869.

United States district court, district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bankruptcy. No. 638.

On motion of H. D. Stone, attorney of E. E. Norton, assignee of said estate in bankruptcy, and upon suggesting to the court that on the 27 day of Jan'y, 1869, a petition and rule to sell the real estate surrendered in said bankruptcy, free from all incumbrances, was filed; that the said real estate appears by the schedule of the bankrupt to be mortgaged for a sum far exceeding the value of the same, and upon suggesting to the court that it is for the interest of the creditors of said estate in bankruptcy that so much of said petition and rule filed on the 27 day
246 of Jan'y, 1869, as refers to and describes the real estate set forth in Exhibit A, which is hereunto annexed and made part hereof, be rescinded, and said real estate sold, subject to all incumbrances thereon.

It is ordered that so much of said petition and rule as refers to and describes the real estate set forth in Exhibit A, hereto annexed, be rescinded; and it is further ordered that E. E. Norton, assignee of said estate in bankruptcy, have leave, and he is hereby authorized, to sell all the rights, title, and interest vested in him as assignee to said real estate set forth in Exhibit A, at private sale, subject to all incumbrances thereon, for a nominal sum and costs.

May 24, 1869.

(Signed) E. H. DURELL, *Judge.*

EXHIBIT A.

A certain tract of land situated in the parish of Ouachita, on the Bayou de Siard, containing seven hundred and forty-five acres, more or less, and made up of the following parcels:

1. A tract having two arpents front on said Bayou de Siard,
247 and running back between diverging lines, so as to include all of confirmation B, No. 506, formerly owned by Baptiste Ambleton, containing about two hundred and forty arpents, together with all the back concession to the said front tract, containing about one hundred and thirty acres, as per receiver's duplicate receipt, dated May 30, 1836, which said real estate was bought by W. J. Q. Baker from Alexander Ambleton, by an act before Wm. A. Larkin, parish recorder, dated July 3, 1851.

2. The southeast quarter of section three, township seventeen north, of range four east, the northwest quarter of the northwest quarter of section fourteen, township eighteen north, of range four east, and the northeast quarter of section fifteen, township eighteen north, of range

four east, containing in the aggregate two hundred and ninety-five acres, acquired by W. J. Q. Baker from Thos. Carey, by an act under private signature, dated April 1, 1854, and attested and recorded April 19, 1854.

3. The west half of southwest quarter of section three, township seventeen north, of range four east, containing eighty acres more or less, and acquired by W. J. Q. Baker, by virtue of a patent from the United States Government, No. 16396, on the lands hereinbefore described there
248 as a cotton-plantation in cultivation by the said W. J. Q. Baker.

Commissioner Cohen's report.—Filed Dec. 8, 1869, *at* 11 *a. m.*

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bankruptcy. 638.

COMMISSIONER'S REPORT.

To the Hon. E. H. Durell, judge of the district court of the U. S. for the district of Louisiana:

In pursuance of a decreeal order made in the above-entitled cause on the 8th day of May, A. D. 1869, by which it was referred to the undersigned, one of the commissioners of this court, to ascertain & complete the amount due register C. S. Kellogg for costs in said matter, and to report thereon to this court. I, M. M. Cohen, commissioner, to whom the matter was referred, do report that I have carefully examined in detail the costs charged by said C. S. Kellogg, in said matter, and do find that there is due to him the sum of one hundred and thirty-nine $\frac{15}{100}$ dollars.

The commissioner's fee for this report is $10.00, subject to the
249 approval of the court.

All of which is respectfully submitted.

Dated the 8 day of Dec., A. D. 1869.

(Signed) M. M. COHEN,
U. S. Commissioner.

Approved. W. J. Q. BAKER.

Order taxing fees, &c.

THURSDAY, *Dec.* 17, 1869.

Present, his hon. E. H. Durell.

IN THE MATTER OF W. J. Q. Baker. }

No opposition having been made to the report of Com'r Cohen on the fees of the register, Kellogg—

Ordered, that the report be approved and the fees of said register be taxed at $139.15, and that $10.00 be allowed said commissioner for his services.

Petition to confirm sale and allow compensation.—Filed April 25, 1871, at 12 m.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bankruptcy. 638.

To the Hon. C. H. Durell, judge of the United States district court, sitting in bankruptcy:

The petition of E. E. Norton, assignee of the above-entitled estate, with respect, shows that among the property surrendered by the bankrupt was the following described real estate, viz:

A certain parcel of land situated in the parish of Ouachita, on the Bayou de Siard, containing 745 acres, more or less, and made up of the following parcels:

1. A tract having 2 arpents front on said Bayou de Siard, and running back between diverging lines so as to include all of confirmation B, No. 506, formerly by Babtiste Ambleton, containing about 240 arpents, together with all the back concession to the said front tract, containing 130 acres, as per receiver's duplicate receipt, dated May 30, 1856, which said real estate was bought by bankrupt from Alexander Ambleton by act before Wm. P. Larkin, parish recorder, dated July 3, 1851.

2. The S. E. ¼ of sec. 3, T. 17 N., of R. 4 E.; the N. W. ¼ of the N. W. ¼ of sec. 4, T. 18 N., of R. 4 E., and the N. E. ¼ of sec. 15, T. 18 N., of R. 4 E., containing, in the aggregate, 275 acres, acquired by bank-
251 rupt from Thos. Carey, by an act under private signature, dated April 1, 1854, and attested and recorded April 19, 1854.

3. The W. ½ of S. W. ¼ of sec. 3, T. 17 N., R. 4 E, containing 80 acres, more or less, and acquired by bankrupt by virtue of a patent from the U. S. Government, No. 16,396.

That soon after your petitioner was appointed assignee of said estate, he employed Henry D. Stone, esq., to examine the title to said estate; that upon searching the same, he discovered the following liens & incumbrances, which, as he informed your petitioner, were valid & subsisting lien thereon, viz:

A. Miltinberger, judicial	mortg's, for		$18,110 43
S. W. Murrell,	"	"	10,730 00
D. A. Ratcliff	"	"	278 24
Alfred Laforest	"	"	783 62
Emily Terry & M. Clemmons	"	"	1,500 00
Alex. Ambleton			520 15

That he further employed a competent agent to visit said premises to examine into their condition, and that of the building and other improvements; the number of acres cleared; the condition of the ditching and fencing; the quality of the timber, and whether the planta-
252 tion was subject to overflow, and the then value of the property.

That said agent reported to your petitioner that said land and improvement were worth greatly less than the amount of said incumbrances. That it was impossible to make any sale of the same by which anything could be secured to the general creditors, nor was it to the interest of the special creditors, nor desired by them, that a sale, discharged from the lien of their incumbrances, should be made. That these facts appearing to the satisfaction of the court, an order was entered herein on the 24th day of May, 1869, so far modifying the decree entered herein on the 27 day of Feby., 1869, as to order the as-

signee to dispose of the interest of said bankrupt in and to said property by private agreement.

That the title of said bankrupt to said premises being a mere legal title with but a nominal interest, your petitioner made an agreement with A. Miltenberger, one of said lien creditors, to release and quitclaim the title of said bankrupt to said property, on being paid a reasonable compensation for his services as assignee, and for those of his attorney and agent. That by agreement, said sum was fixed
253 at $1,500.00, which was paid to your petitioner, and the title to said property released, and quitclaim to said A. Miltenberger. That the services of petitioner, and those of his attorney and agent, were reasonably worth the sum last mentioned.

Wherefore he prays, the premises considered, that said sale and transfer may be homologated, confirmed, and approved, and that your petitioner be allowed said sum of $1,500 as compensation for his services as assignee, and for the expenses incurred in the employment of said attorney and agent, and he prays for all general and special relief.

(Signed) AUG. DE B. HUGHES,
Attorney for Petitioner.

E. E. Norton, being duly sworn, deposes and says that he has read over the foregoing petition, and that the same is true to *be* the best of his information and belief.

(Signed) E. E. NORTON, *Assignee, &c.*

Sworn to and subscribed before me this 23 day of April, 1871.

(Signed) E. H. DURELL, *Judge.*

254 *Petition and order of sale and allow compensation.—Filed Jany. 27, 1872, at 9 a. m.*

U. S. district court for the district of Louisiana.

IN THE MATTER OF W. J. Q. BAKER, bankrupt. } In bank'y. 638.

The petition of E. E. Norton, assignee of the above-named bankrupt, with respect shows:

That among the assets surrendered by said bankrupt is the following described property, viz:

1. Lot 4 of section 35 and that part of lot No. 5 of section 35 lying south of the railroad, in township 18 north, of range 4 east, containing about $50\frac{24}{100}$ acres.

2. East $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of section 3, township 17 north, of range 4 east, containing 80 acres, more or less.

3d. North $\frac{1}{2}$ of northeast $\frac{1}{4}$, lot 3, and southeast $\frac{1}{4}$ of northeast $\frac{1}{4}$, and lot 4, and northeast $\frac{1}{4}$ of southeast $\frac{1}{4}$, section 15; northwest $\frac{1}{4}$ and south $\frac{1}{2}$ of southwest $\frac{1}{4}$, section 14, township 18 north, of range
255 4 east, containing $469\frac{8}{100}$ acres.

4. Northwest $\frac{1}{4}$ of section 36, township 19, range 4 east, containing 159.72 acres—all situated in the parish of Ouachita, district of lands north of Red River.

5. Lot of ground in the town of Monroe, La., adjoining residence of Mrs. E. W. Warfield, having 60 feet front, more or less, on Ouachita River, and running back to Grand st.

6. Lot of ground in Monroe, La., part of lot 6 in square No. 1, immediately in rear of the front part of lot 6, purchased by W. J. Q. Baker from C. H. Dabbs, having 25 feet parallel with Wood st., and 15 feet deep, the same purchased from Peyton H. King on the 26 Jany., 1854.

7. Tracts or parcels of land, containing 6 loises of land, on each side of the Bayou Bartholomew, from its source to its mouth, being the same land confirmed by act of Congress to the heirs of the Baron de Bastrop by act approved March 3, 1851. That part lying in the State of La., having been patented by the U. S., the same was purchased at probate sale of the estate of the Baron de Bastrop, in the parish of Ou-
256 achita, on the 6 of June, 1859, as per deed from E. H. Roane, curator, and recorded in the parish of Ouachita.

8th. One twenty-seventh interest in the entire Vicksburg, Shreveport & Texas Railroad, as purchased by John T. Ludeling and associates at sheriff's sale, at Monroe, La., on the 3 day of Feby., 1866, at the suit of William R. Gordon vs. The Shreveport, Vicksburg & Texas Railroad Co., order of seizure and sale from 12 district court for the parish of Ouachita.

9. The personal property, rights, and credits surrendered by the said W. J. Q. Baker, bankrupt.

That immediately upon the appointment of your petitioner as assignee, he appointed and employed agents to visit and examine said properties, to inquire into their character, location, condition, and value, to report to him all such information as it was possible to obtain in relation to the same, in order that he might be enabled to acts for the best interests of the creditors of said estate. He further retained co'nsel to examine the titles under whichsaid bankrupt claimed title to said property, to ascertain the amount, nature, and va-
257 lidity of the liens resting thereon. That by said agent, your petitioner was advised that the land enumerated & described herein was wild land and is low & wet; that it is far removed from a market, and of almost nominal value; that the concession of the strip along Bayou Bartholomew is of no value for any agricultural or mechanical purpose, and is practically worthless; that the household furniture and personal property are old and of small value; and that the title of Ludeling and his associates to the Vicksburg, Monroe & Shreveport Railroad, in which bankrupt surrendered a one twenty-seventh interest, is now in litigation; that the result of said litigation is doubtful; that to prosecute the same will involve an enormous outlay, which may never be re-imbursed, will consume years before the same is finally determined, and that, until final judgment, said interest is of no market or appreciable value. That your petitioner was addressed by said counsel that he had examined the proceedings in said litigation and has conferred with the counsel engaged, and, while not
258 pretending to forecast the result, was of opinion that it would be highly improper & imprudent on the part of petitioner to attempt to carry on said litigation at the expense of said estate; that there were no assets surrendered that could be converted into cash and available for that purpose; that law proceedings of the character of the one in question were necessarily long protracted, and that with the final result so much involved in uncertainty, the suit or proceeding was of no ascertainable value to the estate. That said property was not worth, according to the best information attainable, *was not worth* to exceed ten thousand dollars; that no one would pay a dollar for said litigious right, for the reasons stated. That said property was encumbered by conventional and judicial mortgages, to the sum of thirty-two thousand

eight hundred and forty-one & $\frac{39}{100}$ dollars. That, in addition, a very large amount is due for back interest and taxes. That your petitioner has incurred very heavy outlays in defraying the expenses and
259 fees of his agents and counsel for their services as aforesaid; that he has assiduously devoted himself in the endeaver to dispose of said properties, and has thereto devoted much time, care, & trouble. That said lands could not, if sold discharged from mortgages and incumbrances, pay twenty cents on the dollar of the amount due on said property as aforesaid. That the general creditors of said bankrupt can, in view of the above fact, have no interest nor derive any benefit from said surrender of said properties, and that it would be a hardship on the specific creditors to saddle the properties with the necessarily heavy expenses of foreclosing said properties in addition to the expenses already incurred. That, under these circumstances, petitioner has entertained a proposition from the bankrupt to release to him the interest vested in the assignee of said estate, leaving all incumbrances and liens existing, and a burthen thereon, and to pay him a reasonable sum as compensation for his time, trouble, and the expenses in-
260 curred by him as aforesaid. That the bankrupt has offered the sum of fifteen hundred dollars. That, in the opinion of petitioner, his services and expenses amount to a larger sum than the one offered, but that he has finally accepted the arrangement proposed, and submits it to the consideration of this court.

Wherefore he prays that he be authorized, directed, and empowered to make the proposed transfer on receiving the stipulated sum of fifteen hundred dollars, and that he be authorized to retain said sum in order to repay himself said necessary disbursements, and the remainder of it as a reasonable compensation for his services herein rendered, and he prays for all general & special relief.

(Signed) AUGOE B. HUGHES,
Attorney for Petitioner.

Let the prayer of the foregoing petition be granted.
New Orleans, 21 December, 1871.
(Signed) E. H. DURRELL,
Judge District Court of the United States for the District of Louisiana.

261 I certify that the foregoing 89 pages do contain a true & complete transcript of the original record in the matter of W. J. Q. Baker, bankrupt, No. 638 of the docket, embracing all proceedings had, evidence adduced, & documents filed in said cause and now of record in my office.

In faith whereof I hereto set my hand & the seal of our court, at New Orleans, this 30 July, 1873.

[SEAL.] K. LOEW, *Dy. Clk.*

262 [Form No. 1.]

Petition by debtor.

To the honorable Edward H. Durell, judge of the district court of the United States for the district of Louisiana:

The petition of Narcissa J. Baker, formerly N. J. Willson, of the of , in the parish of Ouachita and State of Louisiana, and district aforesaid, respectfully represent that she has resided in said parish for six months next immediately preceding the filing of

this petition, at Bayou Desiard, within said judicial district; that he owes debts exceeding the amount of three hundred dollars, and is unable to pay all of the same in full; that he is willing to surrender all his estate and effects for the benefit of his creditors, and desires to obtain the benefit of the act entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

That the schedule hereto annexed marked "A," and verified by your petitioner's oath, contains a full and true statement of all his debts, and, so far as it is possible to ascertain, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said act.

That the schedule hereto annexed marked "B," and verified by your petitioner's oath, contains an accurate inventory of all his estate, both real and personal, assignable under the provisions of said act.

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said act; and that he may be decreed to have a certificate of discharge from all his debts provable under the same.

N. J. BAKER.

MORRISON & FARMER,
Attys., Monro, La.

Oath to the foregoing petition.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

I, Narcissa J. Baker, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true according to the best of my knowledge, information, and belief; and I do further make oath that I am a citizen of the United States of America, and that I will bear true faith and allegiance to the same.

N. J. BAKER, *Petitioner.*

Subscribed and sworn to before me this 16 day of Oct., A. D. 187 .
W. J. Q. BAKER, *Register.*

263 I certify that I have this day of , 187 , carefully examined the annexed or written petition and schedule and the verification thereof, and that the same are in proper form, and sufficient in substance to authorize an adjudication in bankruptcy under the bankrupt act.

, *Register in Bakruptcy.*

264 SCHEDULE A.—PETITION BY DEBTOR. [1.

Statement of all creditors who are to be paid in full or to whom priority is secured according to the provisions of the 28th section of said act.

Order of payment, preferred claims: 1. Debts due the United States and taxes and assessments under the laws thereof. Reference to ledger or voucher: U. S. special tax-list. Names of creditors: Eugene Tisdale, collector internal revenue 3 district, La. Residence and occupation: . Amount: 6.00. When and where contracted: 1867; Ouachita Parish. Nature and consideration of the debt, and whether con-

tracted as copartner or joint contractor, and, if so, with whom: Special tax.

2. Debt due to the State of Louisiana and taxes and assessments under the laws of said State.

3. Wages due clerk, servant, etc., to an amount not exceeding $50 for labor performed within six months.

4. Other debts preferred by said act.

N. J. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule marked "A," respectively; and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule A. Filed .

265 SCHEDULE A.—PETITION BY DEBTOR. [2.

Creditors holding securities.

[N. B.—Particulars of securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by the 11th section of the act, whether contracted as copartner or joint contractor with any other person; and, if so, with whom.]

Reference to ledger or voucher, ; names of creditors, none; residence and description, ; where and where contracted, ; value of securities, ; amount of debts, .

N. J. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule marked "A," respectively; and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule A. Filed .

Creditors whose claims are unsecured.

[N. B.—When the name and residence (or either) of any drawer, maker, endorser, or holder of any bill or note, etc., etc., are unknown, the fact must be stated, and also the name, residence, and occupation of the last holder known to the petitioner. The debt due to each creditor must be stated in full, and any claims by way of set-of', stated in the schedule of property. The nature of each debt and a demand, whether founded on written security, obligation, contract, or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued.]

Reference to ledger or voucher.	Names of creditors.	Residence and occupation.	Amount.	When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, etc., and whether contracted as co-partner or joint contractor with any other person, and, if so, with whom.
	J. Marsh Denham.....	New Orleans, La.....	232 20	1861, New Orleans.	Judgment in 12 dist. court for Ouachita, costs & 5 % int. from December 28, 1861. Suit 310.
	Thos. T. Parker.....	Bastrop, La., planter.....	1,375 55	1862, Ouachita.	Judgment in 12 district court, Ouachita, 8 % interest from 1st Jan'y, 1863.
	S. Weil and Bro.....	Monroe, La., merchants.....	5,298 55	1866, Monroe...	Judgment in 12 district court, Ouachita, 8 % interest from 20 Dec'r, 1866. Credit $859 at date of suit.
	Byrne and Shields.....	Monroe, La., merchants.....	2,656 02	1866, Monroe...	Judgment 12 district court, Ouachita, 8 % int. April 26, 1866.
	S. Weil and Bro.....	Monroe, La., merchants.....	5,500 00	1865, Monroe...	Note, 8 % interest from Nov. 3, '65.
	W. G. Kennedy.....	" " planter.....	1,200 00	1865, Ouachita..	Note, 8 % int. from date, due Nov. 2, '65.
	H. Gerson, jr., & Co....	" " merchants.....	235 26	1866, Monroe...	Note, 8 % int. from date. Merchandise.
	John Chaffe & Bro.....	New Orleans, La., merchants...	10,000 00	1867, New Orleans.	2 notes, each $5,000.00, dated 27th Feb'y, 1867. Plantation and family supplies.
	Thos. J. Wheeler.....	Farmerville, La, overseer.....	600 00	1860, Ouachita..	In suit No. 3445 in district court, Ouachita.
	Benj. P. Scully.....	Louisville, Ky., merchant.....	768 57	1861, N. O..	In suit 440, district court, Ouachita.

	C. G. Moore	Richmond, La., planter	1,223 95	1851, Ouachita	In suit No. 578, district court, Ouachita.
267	A. F. Flournoy & Co	Trenton, La., merchants	194 00	1860, Ouachita	In suit No. 366, parish court, Ouachita.
	S. Weil & Bro	Monroe, La., merchants	192 18	1867, Monroe	In suit No. 688, parish court, Ouachita.
	Mrs. Julia A. Tevis	Shelbyville, Ky., teacher	1,200 00	1866, Shelbyville, Ky.	Note for tuition, board, &c.
	C. A. Barrier & Bro	New Orleans, La., merchants	1,500 00	1866, New Orleans.	Note. Merchandise.
	J. A. Farwell & Co	New Orleans, La., boot & shoe merchants.	300 00	1866, New Orleans.	Note for boots, shoes, &c.
	Dudley & Nelson	New Orleans, La., grocers	512 86	1866, New Orleans.	Note. Groceries.
	J. V. Willson	Vicksburg, Miss., ice merchants.	45 00	1862, Vicksburg.	Account. Ice.

N. J. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked A, respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, &c., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. U. S. district court, in the matter of . Schedule A. Filed .

268 SCHEDULE A.—PETITION BY DEBTOR. [4.

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, or acceptors.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, and his business and place of residence. The same particulars as to the notes or bills on which the petitioner is liable as endorser.]

Reference to ledger or voucher, ; names of hol'ers as for as known, none; place of residence and occupation, ; place where contracted, ; amount, ; nature of liability, whether same was contracted as copartner or joint contractor, or with any other person, and, if so, with whom .

N. J. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "A," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of : Schedule A. Filed .

269 SCHEDULE A.—PETITION BY DEBTOR. [5.

Accommodation paper.

[N. B.—The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the bankrupt be liable as drawer, maker, acceptor, or endorser thereof, it is to be stated accordingly. If the names of the holders are not known, the name of the last holder known to the petitioner should be stated, with his business and place of residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher, ; names of holders, none; residences of holders and particulars of notes or bills, ; place where contracted, ; amount, ; whether liability was contracted as copartner or joint contractor, or with any other person, and, if so, with whom .

N. J. BAKER, *Petitioner.*

Oath to Schedule A.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 187 , before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "A," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his debts, etc., in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, and the amendments thereto.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule A. Filed .

270 SCHEDULE B.—PETITION BY DEBTOR. [1

Statement of all real and personal estate and effects whatever which are now in the possession, enjoyment, or under the control of the petitioner, or which are held by any other person in trust for his use, or to the possession or enjoyment of which he is entitled at the date of filing petition.

[Interest in lands.]

Particular description of real estate owned by petitioner, or held by him, and whether under contract or lease, none; encumbrances thereon, if any, and dates thereof, ; statement of all particulars relating thereto, ; estimated value, .

N. J. BAKER, *Petitioner.*

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

271 PETITION BY DEBTOR.—SCHEDULE B. [2.

Personal property.

	Dollars. Cents.
a. Cash on hand	None.
b. Bills of exchange, promissory notes, or securities of any description, [each to be set out separately]	None.

c. Stock in trade, in my business of at of the value of	None.
d. Household goods and furniture, household stores, wearing apparel and ornaments of the person	445 00
e. Books, prints, and pictures	None.
f. Horses, cows, sheep, and other animals	None.
g. Carriage and other vehicles	None.
h. Farming-stock and implements of husbandry	None.
i. Shipping and in vessels	None.
k. Machinery, fixtures and apparatus used in business, with the place where each is situated	None.
l. Goods or personal property of any other description, with the place where each is situated	None.
	445 00

N. J. BAKER, *Petitioner.*

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked B, respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of .
Schedule B. Filed .

Continuation of Schedule B.

Household goods & furniture, &c.

3 beds and bed-furniture	$120 00
1 lot kitchen-furniture	25 00
1 lot table-furniture	200 00
Wearing apparel for self and children	100 00
	$445 00

Choses in action.

	Dollars. Cents.
a. Debts due petitioner on open account	None.
b. Stock in incorporated companies, and interest in joint-stock companies	None.
c. Policies of insurance	None.
d. Unliquidated claims of every nature, with their estimated value	None.

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

N. J. BAKER, *Petitioner.*
W. J. Q. BAKER,
Register in Bankruptcy.

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

273 SCHEDULE B.—PETITION BY DEBTOR. [4.]

Property in reversion, remainder, or expectancy, including property held in trust for the petitioner, or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment or otherwise for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same as far as known to the petitioner.]

General interest.	Particular description.	Supposed value of my interest.
		Dollars. Cents.
Interest in land	None	
Personal property	None	
Property in money, stock, shares, bonds, annuities, etc.	None	
		Amount realized from proceeds of property conveyed.
		Dollars. Cents.
Rights and powers	None	
Property heretofore conveyed for benefit of creditors.	None	
What portion of debtor's property has been conveyed by deeds of assignment or otherwise for benefit of creditors, date of such deed, name and address of party to whom conveyed, amount realized therefrom, and disposal of same, so far as known to the petitioner.	None	

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the per on mentioned in and who subscribed to the foregoing petition and schedule, marked "B,"

respectively, and who, being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

N. J. BAKER, *Petitioner.*
W. J. Q. BAKER, *Register in Bankruptcy.*

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed

274 SCHEDULE B.—PETITION BY DEBTOR. [5.]

A particular statement of the property claimed as expected from the operation of said act by the provisions of the 14th section thereof, giving each item of property and its valuation, and, if any portion of it is real estate, its location, description, and present use.

[N. B.—The property claimed to be exempt under the laws of any State is to be described separately from the rest, and reference given to the statute of the State creating the exception.]

		Valuation.
		Dollars. Cents.
Property claimed to be excepted from the operations of said act, and which may be set apart by the assignee under the 14th section.	Wearing apparel for self and daughter, $100.00.	
	1 lot kitchen-furniture	25 00
	1 lot table-furniture	200 00
	3 beds & bed-furniture $120.00.	
Property claimed to be exempt by State laws, its valuation, whether real or personal estate, its description and present use, and under what State law exemption is claimed.	Code of Practice, article 644.	

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who being by me first duly sworn, (or affirmed,) did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

N. J. BAKER, *Petitioner.*
W. J. Q. BAKER, *Register in Bankruptcy.*

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed

275 SCHEDULE B.—PETITION BY DEBTOR. [6.

The following is a true list of all books, papers, deeds, and writing relating to my trade, business dealings, estate, and effects, or any part thereof, which, at the date of this petition, are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage, and also of all others which have been heretofore at any time in my possession, or under my custody or control, and which are now held by the parties

whose names are hereinafter set forth, with the reason of their custody of the same.

Books, none; deeds, none; papers, etc., none.

Oath to Schedule B.

UNITED STATES OF AMERICA,
District Court of Louisiana, ss:

On this 16 day of October, A. D. 1868, before me personally came N. J. Baker, the person mentioned in and who subscribed to the foregoing petition and schedule, marked "B," respectively, and who, being by me first duly sworn, [or affirmed,] did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867.

N. J. BAKER, *Petitioner.*
W. J. Q. BAKER, *Register in Bankruptcy.*

(Indorsed:) No. . U. S. district court. In the matter of . Schedule B. Filed .

276 In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, formerly N. J. Willson, a petitioner for adjudication in bankruptcy of himself. } No. 726. In bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

Whereas Narcissa J. Baker, formerly N. J. Willson, of the parish of Ouachita, State of Louisiana, and district aforesaid, has, on this 21 day of October, A. D. 1868, at 1 o'clock p. m., filed in the office of the clerk of said court a petition for adjudication in bankruptcy against herself, according the provisions of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867: It is thereupon ordered, that said petition be referred to W. J. Q. Baker, one of the registers in bankruptcy of this
277 court, to make adjudication thereon, and take such other proceedings therein as are required by said act. And further, that the said petitioner shall, on or before the 31 day of October, 1868, at 11 o'clock a. m., file with said register a duplicate copy of said petition and the schedules thereto annexed, and that attend before said register on said day, and thenceforth as said register may direct, to submit to such orders as may be made by said register or by this court relating to his said bankruptcy. And further, that until otherwise ordered by the court the said register shall act upon the matters arising in this case at his office at Monroe, La., at such times as he shall fix for that purpose. Witness the honorable E. H. Durrell, judge of the said court, and seal thereof, at New Orleans in said district, on the 21st day of Oct., A. D. 1868.

K. LOEW,
Dy. Clerk of the District Court for said District.

Adjudication of bankruptcy upon debtor's petition.

In the district court of the United States for the district of Louisiana.

278 IN THE MATTER OF MRS. NARCISSA J. Baker, formerly N. J. Willson, by whom a petition for adjudication in bankruptcy was filed on the 21 day of Oct., A. D. 1868, in said court. } In bankruptcy. No. 726.

At Monroe, in said district, on the 31 day of Oct., A. D. 1868, before W. J. Q. Baker, one of the registers of said court, in bankruptcy.

I, the undersigned, a register of said court in bankruptcy, upon good proof before me taken, do find that the said Narcissa J. Baker has become a bankrupt within the true intent and meaning of the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March, 1867, and I do hereby declare and adjudge him a bankrupt accordingly.

W. J. Q. BAKER,
Register in Bankr'y.

A true copy.

W. J. Q. BAKER,
Register in Bank'y.

279 *Memorandum of minutes.—Filed Dec.* 1, 1868, *at* 5 *p. m.*

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORmerly N. J. Willson. } In bank'y. No. 726.

Order of reference dated 21 Oct., 1868.
Received, examined, & declared correct in form 31 Oct., 1868.
Petitioner declared a bankrupt 31 Oct., 1868.
Form 6. Warrant issued 31 Oct., and first meeting of creditors fixed for 25 Nov., 1868.
Warrant returned 25 Nov., 1868.
Form 11. Certified memorandum (1) meeting creditors, on file 25 Nov., 1868.
Form 12. Abstract of proceedings under sec. 4. On file 25 Nov., 1868.
280 Form 13. Creditors who have proved their debts at 1 meeting. On file 25 Nov., 1868.
Form 16. Notification of appointment of assignee. On file 26 Nov., 1868.
Form 18. Assignment of bankrupt's effects. On file 26 Nov., 1868.

A true copy.

W. J. Q. BAKER,
Register.

281 [Form No. 11.]

Certified memorandum of first meeting of creditors.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORmerly N. J. Willson, bankrupt. } In bankruptcy. No. 726.

At Monroe, in said district, on the 25 day of Nov., A. D. 1868, before W. J. Q. Baker, register in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

MEMORANDUM.—This being the day appointed by the court for the first meeting of creditors under the said bankruptcy, whereof the notice required in that behalf has been duly given, I, the undersigned, register of the said court in bankruptcy, sat at the time and place above mentioned, pursuant to such notice, to take the proof of debts, and for the choice of assignee under the said bankruptcy; and I do hereby certify that the greater part in number and in value of the creditors failed to make choice of an assignee of said bankrupt's estate, and there being no opposing interest, I appointed E. E. Norton, of New Orleans, in the parish of Orleans, and State of Louisiana, as assignee of the same.

W. J. Q. BAKER,
Register in Bankruptcy.

282 [Form No. 12.]

Abstracts of proceedings under section four.—Form of memorandum to be returned to clerk by the register of his action in each case.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORmerly N. J. Willson, bankrupt. } In bankruptcy. No. 726.

At Monroe, in said district, on the 25 day of Nov., A. D. 1868, before W. J. Q. Baker, register in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

MEMORANDUM.—This day attended the first meeting creditors of Narcissa J. Baker, formerly , the bankrupt aforesaid, at said place, where choice was made of assignee, as appears by the papers herewith returned.

W. J. Q. BAKER,
Register in Bankruptcy.

283 [Form No. 13.]

Creditors who have proved their debts at first meeting.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORmerly N. J. Willson, bankrupt. } In bankruptcy. No. 726.

At Monroe, in said district, on the 25 day of Nov., A. D. 1868, before Mr. W. J. Q. Baker, register in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

The following is a list of creditors who have this day proved their debts:

Names of creditors.	Residence.	Debts proved.	
		Dollars.	Cents.
None.			

W. J. Q. BAKER,
Register in bankruptcy.

284 [Form No. 16.]

Notification of appointment of assignee.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORMERLY N. J. WILLSON, bankrupt. } In bankruptcy. No. 726.

DISTRICT OF LOUISIANA, *ss:*

To E. E. Norton, of New Orleans, and State of Louisiana:

I do hereby certify to you that you were duly appointed assignee of the estate and effects of the above-named bankrupt, at the first meeting of creditors, on the 25 day of November, A. D. 1868, and I do hereby approve and confirm said appointment.

Dated at Monroe, the 26 day of November, A. D. 1868.

W. J. Q. BAKER,
Register.

Acceptance of assignee.

To whom it may concern:

Be it known that I hereby signify my acceptance of the trust of assignee of the estate of the named bankrupt, this day of A. D. 1868.

285 [Form No. 18.]

Assignment of bankrupt's effects.

In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORMERLY N. J. WILLSON, bankrupt. } In bankruptcy. No. 726.

DISTRICT OF LOUISIANA, *ss:*

Know all men by these presents that E. E. Norton, of New Orleans, in the parish of Orleans and State of Louisiana, in said district, has been duly appointed assignee in said matter. Now, therefore, I, W. J. Q. Baker, register in bankruptcy of said district, by virtue of the authority vested in me by the 14th section of an act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," approved March 2, 1867, do hereby convey and

assign to the said E. E. Norton, assignee, as aforesaid, all the estate, real and personal, of the said Narcissa J. Baker, formerly N. J. Willson, bankrupt aforesaid, including all the property, of whatever kind, of which *he* is possessed, or in which *he* was interested, or entitled to have, on the 21 day of October, A. D. 1868, with all her deeds, books, and papers relating thereto, excepting such property as is exempted from the operation of this assignment by the provisions of said fourteenth section of said act.

To have and to hold all the foregoing premises to the said E. E. Norton and his heirs forever, in trust, nevertheless, for the use and purposes, with the powers, and subject to the conditions and limitations set forth in said act.

In witness whereof I, the said register, have hereunto set my hand and caused the seal of said court to be affixed this 26 day of November, A. D, 18 .

W. J. Q. BAKER,
Register in Bankruptcy.

286 [Form No. 51.]

Petition of bankrupt for his discharge.

IN THE MATTER OF NARCISSA J. BAKER, FORMERLY N. J. Willson, bankrupt. } In bankruptcy. 726.

To the Hon. E. H. Durell, judge of the district court of the United States for the district of Louisiana.

Narcissa J. Baker, in the parish of Ouachita and State of Louisiana, in said district, respectfully represents that on the 31 day October, last past, *he* was duly declared a bankrupt, under the act of Congress in that case made and provided; that *he* hath duly surrendered all *his* property and rights of property, and fully complied with and obeyed all the orders and directions of the court touching *his* bankruptcy, and is ready to submit *him*self to any further examination, orders, and directions which the court may require.

No debts have been proved in this case.

Wherefore *he* prays that *he* may be decreed by the court to have a full discharge from all *his* debts provable under said bankrupt act, and a certificate thereof granted according to the said act of Congress.

Dated this 9 day of Jan'y, A. D. 1869.

N. J. BAKER, *Bankrupt.*

(Indorsed:) No. . U. S. district court. Petition for discharge. In the matter of , bankrupt.

Order of the court thereon.

DISTRICT OF LOUISIANA, *ss:*

On this 20 day of Jan'y, A. D. 1868, on reading the foregoing petition, it is ordered by the court—

That a hearing be had upon the same on the 27 day of February, 1869, before said court, at New Orleans, in said district, at 11 o'clock a. m.; and that notice thereof be published in 2 newspapers printed in said district, for times, once a week; and that all creditors who

have proved their debts, and other persons in interest, may appear at the same time and place, and show cause, if any they have, why the prayer of the said petition should not be granted.

And it is further ordered by the court that all such creditors, whose places of residence are known, shall be entitled to a service of notice of the said petition and order, either personally or by letter addressed to them at their known usual place of residence, attested by the clerk of the court, or served at their usual place of abode by the marshal or his deputy, or sent by mail, whereof due notice shall be given.

Witness the honorable E. H. Durrell, judge of the said court, and the seal thereof, at New Orleans, 20 day of Jan'y, A. D. 1869.

Clerk of District Court for said District.

287 In the district court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORMERLY N. J. WILLSON, BANKRUPT. } No. 726. In bankruptcy.

J. A. Charbonet, being duly sworn, says that he has examined the files of the Republican & Red River News, two newspapers, published respectively in the city of New Orleans & at Natchitoches, and finds that the notices calling upon the creditors of the above-named bankrupt to show cause, if any they have, why the said bankrupt should not be granted a certificate thereof from all her debts and other claims, provable under the bankrupt act, approved March 2d, 1867, were published, as follows, viz: In the Republican on Jan'y 21 & 30, Feb'y 10, 1869, and in Red River News Feb'y 13 & 20, 1869.

Sworn to and subscribed before me this 9 day of March, 1869.

CHAS. CLAIBORNE,
U. S. Commissioner.

288 *Oath.—Filed April 8th, at 10 a. m.*

District court of the United States for the district of Louisiana.

IN THE MATTER OF NARCISSA J. BAKER, FORMERLY N. J. WILLSON. } In bank'y. No. 726.

DISTRICT OF LOUISIANA, *ss:*

Narcissa J. Baker, formerly N. J. Willson, the petitioner above named, being duly sworn, deposes and says that she has not wilfully sworn false in her affidavit annexed to her petition, schedule, or inventory filed in this case, or upon any examination in the course of the proceedings in bankruptcy in relation to any material fact concerning her estate, or her debts, or in any other material fact; that she has not concealed any part of her estate or effects, or any books or writing relating thereto; that she has not been guilty of any fraud or negligence in the care, custody, or delivery to the assignee of the property belonging to her
289 at the time of the presentation of her petition and inventory, excepting such property as she is permitted to retain under the provisions of the bankrupt act passed by Congress, approved March 2, 1867, and entitled "An act to establish a uniform system of bankruptcy throughout the United States;" that she has not caused, permitted, or suffered any loss, waste, or destruction thereof; that she did

not, within four months before the commencement of such proceedings, procure her lands, goods, money, or chattels, or any part thereof, to be attached, sequestered, or seized on an execution; that since the passage of said act she has not destroyed, mutilated, or falsified any of her books, documents, papers, writings, or securities; that she has not made or been privy to the making of any false or fraudulent entry in any book of account or other document, with intent to defraud her creditors; that she has not permitted or caused to be removed any part of her property from this district with intent to defraud her creditors; that she has not given any fraudulent preference contrary to the provisions of the said act, or made any fraudulent payment, gift, transfer,
290 conveyance, or assignment of any part of her property, or lost any part thereof in gaming; that she has not admitted a false or fictitious debt against her estate; that she has not had knowledge that any person has proved a false or fictitious debt against her estate without having disclosed the same to her assignee within one month after such knowledge; that she has not, whilst being a merchant or tradesman, failed subsequently to the passage of this act to keep proper books of account; that she has not, nor has any person in her behalf, procured the assent of any creditor to the discharge, or influenced the action of any creditor at any stage of the proceeding by any pecuniary consideration or obligation; that she has not, in contemplation of becoming bankrupt, made any pledge, payment, transfer, assignment, or conveyance of any part of her property, directly or indirectly, absolutely or conditionally for the purpose of preferring any creditor or person having a claim against her, or who was or might be under liability for her, or for the purpose of preventing the property coming into
291 the hands of the assignee, or of being distributed, under said bankrupt act, in satisfaction of her debts; that she has not been convicted of any misdemeanor under said act, or been guilty of any fraud whatever, contrary to the true intent thereof; and that she has not done, suffered, or been privy to any act, matter, or thing specified in the bankrupt act, as a ground for withholding a discharge, or as invalidating a discharge, if granted.

N. J. BAKER,
Bankrupt.

Subscribed and sworn before me by the above-named Narcissa J. Baker, formerly N. J. Willson, at Monroe, in the State of La., this 27 day of Feb'y, 1869.

W. J. Q. BAKER,
Register in Bankruptcy.
L. V. MARYE,
Agent for Assignee.

Certificate of conformity.—Filed April 8, 1869, *at* 10 *a. m.*

In the district court of the United States for the district of Louisiana.

292 IN THE MATTER OF NARCISSA J. BAKER, formerly Mrs. N. J. Willson, bankrupt. } In bankruptcy. No. 726.

At Monroe, in said district, on the 6 day of March, A. D. 1869, before W. J. Q. Baker, one of the registers of said court in bankruptcy.

DISTRICT OF LOUISIANA, *ss:*

I, the undersigned, register in bankruptcy, do hereby certify that all the proceedings had or taken before me in said cause were strictly in

conformity to law and to the rules and forms of proceedings and general orders in bankruptcy adopted by the Supreme Court of the United States, and to the rules adopted by the Hon. E. H. Durrell, judge of the district court of the United States for the district of La., and that the said Narcissa J. Baker, bankrupt, was examined under section 26 of the act, by L. V. Marye, agent for assignee, on the 6 day of March, A. D. 1869, for final discharge, as required by the order of the Hon. E. H. Durrell, of November 18, 1868, and that all costs of the register have been paid up to date.

293 L. V. MARYE,
Agent for Assignee.

Discharge.—Filed April 8th, 1869.

United States district court, district of Louisiana. No. 726. In bankruptcy, April 8, 1869.

Present, the Hon. E. H. Durrell, judge.

Whereas Narcissa J. Baker, formerly N. J. Willson, has been adjudged bankrupt, under the act of Congress establishing a uniform system of bankruptcy throughout the United States, approved March 2, 1867, and whereas it has been shown to the satisfaction of the court that the said bankrupt has bona fide surrendered all her property and rights of property and has conformed to all the requirements of the law in that behalf; that proof of publication, according to the rules of this court, has been duly made and notice given to the creditors; and it
294 further appearing that no written dissent to the bankrupt's discharge has been filed by a majority in number and value of her creditors who have proved their debts, and no sufficient cause being now shown why the prayer of the petitioner should not be granted: It is therefore ordered and decreed by the court that the said N. J. Baker, formerly N. J. Willson, be, and she is hereby, forever discharged from all debts and claims which by said act are made provable against her estate, and which existed on the 21 day of October, 1868, on which day the petition for adjudication was filed; excepting such debts, if any, as are by said act excepted from the operation of a discharge in bankruptcy. It is further ordered that the clerk certify this decree under the seal of the court, and deliver the same to the bankrupt when demanded.

(Signed) E. H. DURRELL,
U. S. Judge District Court of the U. S., District of La.

295 I certify that the foregoing 43 pages do contain & form a correct & complete transcript of the original record in the case of Narcissa J. Baker, formerly N. J. Willson, No. 726 of the bankrupt docket, including all proceedings had and documents filed in said cause.

In testimony whereof I hereto set my hand & the seal of our said court, at New Orleans, this 16 August, 1873.

[SEAL.] K. LOEW, *D'y Clk.*

STATE OF LOUISIANA,
Parish of Ouachita:

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, intervenor. } 1020.

Know all men by these presents that we, Mrs. E. W. Warfield, as

principal, and W. J. Q. Baker and R. G. Cobb, as security, of the
296 parish of Ouachita, are held and firmly bound unto J. Ennemoser, clerk of the district court, and his successors in office, in the sum of one hundred dollars, lawful money of the United States of America; for the payment whereof, well and truly to be made, we bind ourselves, our heirs, administrators, and assigns, and each of us in solido, firmly by these presents, dated and signed this 2d day of May, A. D. 1874.

The condition of the above obligation is such that, whereas the above bounden Mrs. E. W. Warfield has applied for and obtained an order for a devolutive appeal from a certain final judgment rendered against *him* in our said court on the 20 day of March, A. D. 1874, in the above entitled and numbered suit.

Now, therefore, if the said E. W. Warfield shall well and truly prosecute *his* said appeal with effect, and shall satisfy whatever judgment may be rendered against *him*, or that the same shall be satisfied out of the proceeds of the sale of *his* estate, real and personal, if *he* be cast in *his* said appeal, then this obligation to be null and void; other-
297 wise to be and remain in full force and effect against principal and security.

E. W. WARFIELD,
Pr. W. J. Q. BAKER.
W. J. Q. BAKER.
R. G. COBB.

Signed in the presence of and approved by—

WM. ATKINS,
D'y Clerk D. C.

STATE OF LOUISIANA,
Parish of Ouachita:

JOHN CHAFFE & CHARLES CHAFFE
vs. } 1020.
MRS. E. W. WARFIELD.

Know all men by these presents that we, W. J. Q. Baker, intervenor, as principal, and R. G. Cobb, as security, of the parish of Ouachita, are held and firmly bound unto Julius Ennemoser, clerk of the district court, and his successors in office, in the sum of one hundred dollars, lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, administrators, and assigns, and each of us in solido, firmly by these presents,
298 dated and signed this 2 day of May, A. D. 1874.

The condition of the above obligation is such that, whereas the above-bounden W. J. Q. Baker, intervenor, has applied for and obtained an order for a devolutive appeal from a certain final judgment rendered against him in our said court on the 20 day of March, A. D. 1874, in the above entitled and numbered suit:

Now, therefore, if the said W. J. Q. Baker, intervenor, shall well and truly prosecute his said appeal with effect, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied out of the proceeds of the sale of his estate, real and personal, if he be cast in his said appeal, then this obligation to null and void; otherwise to be and remain in full force and effect against principal and security.

W. J. Q. BAKER, *Intervenor.*
R. G. COBB.

Signed in the presence of and approved by—

WM. ATKINS,
D'y Clerk D. C.

299 *Opinion.*

JOHN & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD, W. J. Q. BAKER, INT. } Opinion. Appeal from Ouachita.

The plaintiffs sue the defendant on her note for $5,000.00, subject to a credit of $2,327.19, & they pray for judgment for said amount, & for recognition of a vendor's privilege on certain steam-machinery described in the petition.

W. J. Q. Baker intervened, claiming the ownership of the note sued on. He also alleges that on the 27th January, 1868, he left said note in the hands of plaintiffs, under the following written agreement:

"NEW ORLEANS, *Jan'y 27th*, 1868.

"Received of W. J. Q. Baker a note of hand made by Eliza W.
300 Warfield, dated May 3rd, 1867, for five thousand dollars, due & payable five years after date, bearing eight per cent. per annum interest, & said interest payable annually, paraphed "Ne varietur" June 3rd, 1867; also a note signed by Jno. T. Ludeling, as president of the Vicksburg, Shreveport & Texas Railroad Company, for five thousand one hundred & sixty-eight $\frac{68}{100}$ dollars, dated November 6th, 1866, & payable on the 3rd February, 1869, to the order of Wesley J. Q. Baker, & by him endorsed, said note drawing interest at eight per cent. per annum from the 3rd day of February, 1866, until paid; interest payable annually, which notes are held collateral security for the indebtedness of Mrs. N. J. Willson, which indebtedness was contracted by the said W. J. Q. Baker.

"JOHN CHAFFE & BRO."

The intervenor further alleges that the indebtedness of Mrs. N.
301 J. Willson to plaintiffs was never fixed; that it was an open account, as between factor & planter for the year 1867; that supplies were furnished on the one hand, & shipments of cotton, & the account was never liquidated; that the same was extinguished by the bankruptcy of said Mrs. N. J. Willson, & by the prescription of three & five years; that plaintiffs never took any steps to secure said debt or keep it alive, & made no effort to protect the surety. The prayer of the petitioner is to be decreed the owner of the note, & to be put in possession, & that plaintiffs' suit be dismissed. The court gave judgment for the plaintiffs & dismissed the intervention. From the judgment the defendant & the intervenor have appealed. As to the defendant, there appears to be no serious defence. The controversy is between the plaintiffs & the intervenor, in regard to the ownership
302 of the note. The plaintiffs are the holders & therefore presumably the owners. The burden of the proof is on the intervenor, to show that he is the owner of the note. On 27th January, 1868, the intervenor pledged the note to plaintiffs to secure the indebtedness of Mrs. N. J. Willson to them, "which indebtedness was contracted by W. J. Q. Baker." On 9th April, 1868, Baker married Mrs. Willson. On 16th October following, Mrs. Baker made a voluntary surrender in bankruptcy, placing plaintiffs on the schedule of creditors for $10,000.00, & this proceeding was before her husband, who was the register. This interrupted the prescription of the debt. The plaintiffs contend that there was a settlement between them & the intervenor in February, 1872, in regard to the indebtedness of Mrs. Baker, &, in part discharged

thereof, he relinquished to them in full ownership the note in question.

303 This is disputed by the intervenor, & upon this point the evidence is conflicting. In our opinion the proof preponderates in favor of the plaintiffs. As pledgees or as owners, in either capacity, the plaintiffs have the right to sue on the note. The objection that the note was not stamped, not having been made when it was received in evidence, cannot now be considered.

It is therefore ordered that the judgment herein be affirmed with costs.

The chief-justice, Ludeling, took no part in this case.

The foregoing opinion was delivered in July, 1874, the case lying over on application for rehearing till July, 1875, when the rehearing was refused.

304 In the supreme court, holding session at Monroe.

JOHN CHAFFE & BROTHER
vs.
E. W. WARFIELD, W. J. Q. BAKER, INTERVENOR.

In this case the defendant, E. W. Warfield, respectfully prays for a rehearing, on the following grounds:

The judgment in the court below, which your honors have affirmed, contains a recognition of the vendor's privilege and mortgage on four acres of land and a right of way to the public road of sixty feet—this is a manifest error, as will be shown in the brief herewith filed on this point—and the allowance of mortgage & vendor's privilege on the gin-house, saw-mill, & fixtures. A rehearing is prayed for.

JAMES T. STROTHER,
Attorney.

In the supreme court of Louisiana, at Monroe.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD.

To the honorable judge of said court:

305 Defendant E. W. Warfield respectfully prays the court to grant a rehearing in this case, for the reason that your honors did not, in your opinion, pass upon all the defences, and especially those which set up that the note sued on was not stamped when delivered to plaintiff, and that the note was not secured by mortgage. These defences were urged in the court a qua. Defendants appealed, and yet her defences were not considered. She respectfully calls the attention of the court to her answer, and urges that the judgment against her is contrary to the revenue laws of Congress & the jurisprudence of this State. Wherefore she asks for a rehearing & general relief.

R. G. COBB, *Atty.*

In supreme court, July term, 1875.

JOHN CHAFFE & BROTHER
vs.
MRS. E. W. WARFIELD. } On rehearing prayed for.

The plaintiffs sue as endorsees of a note, dated Monroe, May 3, 1867,

for $5,000.00, made by Mrs. E. W. Warfield in favor of W. J. Q. Baker, (p. 4.) The judgment of the district court was in favor of plaintiffs, with a recognition of mortgage and vendor's privilege on "all
306 the steam-machinery and tackle belonging thereto; also, on the right of use and way described as a tract of four acres, two acres on the bayou Desiard, by two acres deep, and the right of way sixty feet wide out south to the public road on a tract of land owned by Mrs. E. W. Warfield, in the point near the old family residence, on what is known as the Fitz tract," (p. 238) This part of the judgment is manifestly erroneous, to see which it is only necessary to call the recollection of your honors to the facts. In 1860, April 7, Mrs. E. W. Warfield, W. J. Q. Baker, and Columbia W. Baker, made an agreement in regard to the use of a steam-gin, saw-mill, & grist-mill, which they were about to erect on the bayou Desiard for the use of the plantation then cultivated in common. In that agreement is found the following decree: "It is agreed that the mill and gin shall be located on the bank of the bayou Desiard, on the tract of land owned by Mrs. Warfield, in the point near the old family residence, on what is known as the old Fitz tract, on the south side of the bayou; that a tract of four acres be left open, and for
307 the use of the said mill and gin two acres on the bayou, and two acres deep, with a right of way sixty feet wide out south to the public road. It is further agreed that so long as the parties work the plantation together the said gin and mill is to be used for the plantation. In the event of a seperation of the places and cultivation, then Mrs. Warfield takes the gin and mill, making suitable reparation to the other parties for construction," (p. 48.) On June 3, 1867, Mrs. Warfield, W. J. Q. Baker, and Eliza L. Baker, the wife of R. C. Strother, and only surviving heir of Columbia W. Baker, then deceased, entered into another agreement in which the agreement of April 7, 1860, is recited, and in this agreement, June 3, 1867, is this clause: "And whereas the parties do not now cultivate the plantation, and the said Columbia W. Baker having departed this life, leaving Eliza L. Strother, who is now her only surviving heir, the said parties do now agree to cancel the said agreement made on the 7' April, 1860, above referred to, and the said W. J. Q. Baker and Eliza L. Strother, authorized and assisted by her
308 said husband, R. C. Strother, for the consideration hereinafter expressed, have granted, bargained, sold, and delivered, and do by these presents grant, bargain, sell, and deliver unto the said Eliza W. Warfield all the right, title, and interest in and to the said gin-house, situated on the tract of land owned by the said Eliza W. Warfield, as described in the above-recited agreement, together with the steam-engine & fixtures, saw-mill and fixtures, grist-mill, gin-stands, press-bands, belts, pulleys, and all the fixtures of and belonging to the same, together with the use of the two acres of land and right of way," (p. 49.) The consideration of the sale of the gin-house, saw & grist mill & fixtures, was $10,000; $5,000 to E. L. Strother & $5,000 to W. J. Q. Baker. There was no mortgage retained in the act, p. 50 & 51. The recorder paraphed the notes to identify them with the act. The note sued on is the one made in favor of W. J. Q Baker. The recognition of the mortgage & vendor's privilege in the judgment is erroneous, (1) because Mrs. Warfield, being the owner of the four acres of land and
309 right of way of sixty feet to the public road, the use of which she had set apart for the location of the gin & mill so long as the plantation should be worked together by herself, W. J. Q. Baker, & Columbia W. Baker, so soon as the act of sale was made to her by the act of 1867, complete owner of the whole use, being owner of the land,

owner by purchase of the gin & mill & fixtures, the use was extinguished by confusion; (Rev. C. C., 805 to 812.) It was also extinguished by the happening of the event stipulated, the working of the plantation together; (R. C. C., 820 to 821.) She was also the owner of ⅓ of the use, as the plantation was no longer worked in common. She availed herself of the original agreement, and "took the gin-house, mill, & fixtures, making suitable reperation to other parties for construction." (2.) There was no mortgage retained in the act, the mere paraph and signature of the notary, "Ne varietur," could not create a mortgage. (3.) The thing was not susceptible of mortgage, (Rev. C. C., 3281.) The property was personal property, and at best the act was ⅔ of a right of use.

J. T. STROTHER, *Attorney.*
STUBBS & STONE, *Attys.*

310 Supreme court.

JOHN CHAFFE & BRO.
vs.
E. W. WARFIELD, W. J. Q. BAKER, INTERVENOR.

At the term of this court in July, 1874, this case was decided. On the 28th of July, 1874, (minute-book, p. 302,) we find this entry after giving style & No. of suit: "Rehearing refused."

On the fifth of July, 1875, nearly a year after the *refusal of the* rehearing had been refused, we find in the papers (record) two motions for a rehearing on the part of Mrs. Warfield, and by different counsel, urging different grounds. This is certainly a very irregular manner of pleading; one sanctioned by neither the law nor the practice.

Parties must present all the grievances at one time; and cannot amend without leave of the court. In this case no such permission has been asked, and of course none has been granted.

Which of these motions were filed first in point of time, we can-
311 not say; nor what view your honors will take of these motions. The last one filed must be taken as an amendment of the 1st. The amendment not being allowable or allowed cannot be considered.

We contend that neither can it or should it be noticed, for the reason that the judgment is now res judicata, the rehearing having been refused nearly twelve months since.

We find no motion or application for a rehearing by the intervenor, but find an elaborate argument.

We cannot understand why parties hope to obtain a rehearing after once being refused; and confidently hope your honors will not consider these motions and the argument, but order them returned to the parties filing them, and the judgment to stand affirmed as it now stands.

Should your honors, however, conclude to entertain these motions and the written argument, we submit that in relation to the ground in behalf of the defendant Warfield, as contained in the motion by her attorney, Strother, that they are frivolous. In regard to the
312 vendor's privilege we had clearly a right to have it recognized on the machinery, &c., & if the judgment recognizes a mortgage it would be mere surplusage. The is after or about time the suit was instituted, the gin-house and machinery was burned, and the old machinery removed by defendant. So in truth there is nothing of the machinery on which the mortgage or privilege can operate; the right of use and way was sold, and so far as the parties could, they mortgaged

the same. Practically, the judgment, so far as the mortgage and vendor's privilege is recognized on and over the land, is of no advantage to the plffs. and no injury to defendant. The gin having been burned and the machinery spirited away, *that* there is no longer any use for the right of way to it. But if there was it was the subject of the sale and part of the consideration of the note. Therefore, if valuable, plffs. have the right to have it sold if their deft] is not paid. Defendant should not be heard when she complains of being compelled to
313 pay what she owes, or give up what she purchased and had not paid for.

The other counsel urges as a reason that in his opinion your honors did not pass on all the grounds of defence by defendant. This is no ground for a rehearing. The court is not bound to decide specially on each point raised by counsel or parties litigant.

He then says that one of the defences set up was the want of stamps on the note & was not passed on by the court. This is a mistake. The court did pass upon this. There is no merit in this objection, and never was.

In her brief in support of motion, she abandons this point, & we suppose your honors will not take it up again.

There is no face in either of her positions. In fact she does not question the correct*ing* of the judgment, or aver that it is not according to law. Plff. respf'y prays that the motions filed by Mrs. Warfield be refused. The motion on the part of the intervenor for a rehearing
314 was true and overruled at last term of this court & cannot be reopened. But if your honor should feel bound to re-examine the case, we see nothing in this supplemented brief. The points argued in it are not the points before the court, 1st, 2d, 3d, & 4. No such issues are made in the case. The evidence is to these points, (1st,) that Mrs. Willson owed plff.; (2d,) that the debt was contracted by Baker; (3d,) that Baker placed in plff.'s hands the note sued on in this case as collateral to secure the debt he had created for his then wife; (3d,) that after having pledged the notes he adjusted the debt of Mrs. Willson (Baker) and transferred the notes to plff. in full property, and in payment of the debt for which they were pledged, to the amount thereof, which was equal to the sum of the one note, but not of this one, and the excess of this note over what was due after the Ludeling note had been given up in full property to plff. was credited on the note and explained by the evidence of the Chaffes, and Dr. Glenn in the record.

There is no attempt, therefore, to prove that intervenor was se-
315 curity for the debt of Mrs. Willson. No effort to prove any promise to pay the debt of a third person by parole, nor to prove an acknowledgment so as to revive the debt after prescription had acquired.

Plffs. are not suing the intervenor—not trying to hold him personally for anything. He admits and proves by introducing the recpt. given to him by plff. that he did pledge the notes as collateral. Plff. proves that they settled the debt for which the notes were pledged by taking the notes in full property.

The facts of this settlement are provable by parole.

There can be nothing in the point of "prescription" of Mrs. Baker's a/c; your honors have already decided that, & we think it too plain to question & say the a/c against her was not prescribed. If it was, and she or Baker had paid it, as Baker did do voluntarily, he has no action to recover it back. It is in proof that Baker contracted the debt
316 and felt sufficient obligation to see it paid, as to induce him to

pledge his property as security for its payment. Besides, it was the debt of his wife. There would, under these circumstances, be a moral obligation sufficient to sustain a new obligation if Baker had given his own note for the payment.

Mathew vs. Williams, 25 Anl., 585. If it were consideration sufficient to sustain a new promise, it would, if payment were made, be a payment that could not be recovered back.

If the son, Mathews vs. Williams, is under a moral obligation to pay the debts of his father, for much greater reason is the husband under obligations to pay the debts of his wife.

Plffs. therefore pray that the question of rehearing, if not "res judicata," which is pleaded, be refused. Finally, pray that the judgment be maintained & for general relief.

MORRISON & FARMER, *Attys.*

317 Supreme Court, July term, 1874.

JOHN CHAFFE & CHARLES CHAFFE
vs.
MRS. E. W. WARFIELD.

The plffs. and appellees, for answer to the appeal, aver that the judgment of the district court appealed from is correct in all its parts and effects.

Wherefore they pray that the same be affirmed with costs.

MORRISON & FARMER, *Attys.*

318 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court, before you, being the highest court of law and equity of the said State in which a decision could be had in the said suit between John Chaffe and Charles Chaffe and Eliza W. Warfield, wherein was drawn in question the construction of a clause of a statute of the United States and the decision was against the right, title, privilege, & exemption specially set up and claimed under such clause of the said statutes, a manifest error hath happened, to the great damage of the said Eliza W. Warfield, as by her complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the said Supreme Court of the United States, this 7th day of August, in the year of our Lord one thousand eight hundred and seventy-five.

[SEAL.] F. B. VINOT,
Deputy Clerk of the United States Circuit Court for the District of Louisiana.

319 (Indorsed:) United States circuit court. No. . Eliza W. Warfield, plaintiff in error, versus John Chaffe & Charles Chaffe, defendants in error. Writ of error. Copy of a writ of error lodged in the clerk's office of the supreme court of the Louisiana, in pursuance of the statute in such cases made and provided, this day of , one thousand eight hundred and seventy . Attorney of plaintiff in error.

320 Supreme Court of the United States.

Know all men by these presents, that we, Eliza W. Warfield and Eliza L. Strother, are held and firmly bound unto John Chaffe and Charles Chaffe in the sum of nine thousand dollars, to be paid to the said John Chaffee and Charles Chaffe, their executors or administrators, to which payment well and truly to be made we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals and dated this seventh day of August, A. D. 1875.

Whereas the above-named Eliza W. Warfield hath prosecuted a writ of error to the Supreme Court of the United States to reverse a judgment rendered in the above entitled suit by the supreme court of the State of Louisiana:

Now, therefore, the condition of this obligation is such that, if the above-named Eliza W. Warfield shall prosecute her said writ of
321 error to effect, and answer all damages and costs if she shall fail to make good her plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

ELIZA W. WARFIED.
ELIZA L. STROTHER.

Sealed and delivered in the presence of—
J. S. RAY.
W. J. Q. BAKER.

I join and authorize my wife to sign this bond.

R. C. STROTHER.

Approved:

JNO. T. LUDELING,
Chief Justice Supreme Court of Louisiana.

322 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Louisiana, greeting:

Because the record and the proceedings, and also in the rendition of the judgment of a plea which is in the said supreme court before you, being the highest court of law and equity of the said State in which a decision could be had in the said suit between John Chaffe and Charles Chaffe and Eliza W. Warfield, wherein was drawn in question the construction of a clause of a statute of the United States, and the decision was against the right, title, privilege or exemption, & specially set up and claimed under such clause of said statute, a manifest error hath happened, to the great damage of the said Eliza W. Warfield, as by her complaint appears: We being willing that the error, if any hath been, should be duly corrected, and full and speedy justice done to the
323 parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal,

with all things concern-

ing the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington, on the second Monday of October next, in the said Supreme Court, to be then and there held, that, the record of proceedings aforesaid being inspected, the said Supreme Court may further to be done therein to correct that error, what. of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, the 7th day of August, in the year of our Lord one thousand eight hundred and seventy-five.

[SEAL.]

F. B. VINOT,
Deputy Clerk of the United States Circuit for the District of Louisiana.

Allowed:

JNO. T. LUDELING,
Chief-Justice Supreme Court of Louisiana.

324 UNITED STATES OF AMERICA, *ss:*

To John Chaffe of the parish of Orleans in the State of Louisiana, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, at Monroe, in the parish of Ouachita in said State, wherein Eliza W. Warfield is plaintiff, and you and Charles Chaffe are defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison *D.* Waite, Chief-Justice of the United States, this the seventh day of August, in the year of our Lord one thousand eight hundred and seventy-five.

JNO. T. LUDELING,
Chief-Justice Supreme Court of Louisiana.

325 UNITED STATES OF AMERICA, *ss:*

To Charles Chaffe, of the parish of Orleans in the State of Louisiana, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, at Monroe in the Parish of Ouachita in said State, wherein Eliza W. Warfield is plaintiff and you and John Chaffe are defendants in error, to show cause, if any there be, why the judgment in said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison *D.* Waite, Chief-Justice of the United States this the seventh day of August, in the year of our Lord one thousand eight hundred and seventy-five.

JNO. T. LUDELING,
Chief-Justice Supreme Court of Louisiana.

To the honorable John T. Ludeling, chief-justice of the supreme court of the State of Louisiana:

The petition of Eliza W. Warfield, of the parish of Ouachita, in said State, respectfully represents unto your honor that judgment was rendered against her in the district court of the State of Louisiana, for the parish of Ouachita, in the suit entitled John Chaffe and Charles Chaffe vs. E. W. Warfield, in the sum of four thousand and seventy-three $\frac{93}{100}$ dollars, with eight per cent. per annum interest, from the 3d February, A. D. 1872, besides costs; from which judgment an appeal was prosecuted to the supreme court of the State of Louisiana, and that said supreme court affirmed said judgment on the 29th day of July, A. D. 1875, that being the date of the overruling of the rehearing applied for in said case, by which the judgment of the said supreme court became final.

Petitioner further represents that, in said suit she claimed the privilege, right, and immunity of being relieved and exempted from all
327 liability on the note or obligation sued on, under the laws of the United States, requiring such instruments to be stamped to give them validity at the time the instrument sued on was executed, and the decision of the supreme court of the State of Louisiana, denied your petitioner her legal rights under the statutes of the United States on that subject.

The premises considered, your petitioner prays your honor to grant *him* a writ of error to the Supreme Court of the United States, and that your honor fix the amount of bond to be given by her, to operate a supereedeas against said judgment, pending the writ of error, and that your honor sign the citation to the defendants John Chaffe and Charles *Charles* in error, and for all necessary orders in the premises.

JOHN RAY,
Attorney for Petitioner.

Let the writ be granted as prayed for, on a bond for nine thousand dollars conditioned according to law, being filed within the legal delays, returnable to the Supreme Court of the United States of
328 America, at Washington City, D. C., on the 2d Monday of October next, & let citations issue according to law.

Done & signed this 5th of April, 1875.

JNO. T. LUDELING,
Chief-Justice Supreme Court of Louisiana.

329 CLERK'S OFFICE, SUPREME COURT,
Monroe, La., Oct. 4th, 1875.

I, John H. Dinkgrave, clerk of the supreme court of Louisiana, at Monroe, do certify that the foregoing 305 pages, exclusive of the printed form of "schedules," contain, together with said "schedules," an exact & correct copy of the transcript, & all proceedings had before my court, in the case of John & Charles Chaffe vs. E. W. Warfield, W. J. Q. Baker, intervenor.

Witness my hand & seal of office, this 4 day of October, A. D. 1875.

[SEAL.] JNO. H. DINKGRAVE,
Clerk S. C.

(Indorsement on cover:) No. 851. Eliza W. Warfield, plaintiff in error, vs. John Chaffe & Charles Chaffe. Louisiana sup. court. Filed 24th November, 1875.

United States Supreme Court.

October Term, 1875.

ELIZA W. WARFIELD,
PLAINTIFF IN ERROR,
vs.
JOHN AND CHARLES CHAFFE.

No. 851.

Motion to Dismiss.

And now this twentieth day of December, 1875, Durant & Hornor, attorneys for John and Charles Chaffe, the defendants in error, move the court to dismiss the writ of error taken in this case, on the grounds following:

FIRST. Because no question embraced in section 709 of the United States Revised Statutes is presented by the record; and if it exists, it was not decided against any right set up under the Constitution, laws, treaties, or authority of the United States by plaintiff in error.

SECOND. Because the question of stamp, in cases like this, is no longer a Federal question, even if it ever was one, which is denied.

THIRD. Because this court is without jurisdiction over this case, and the writ of error is frivolous, and intended merely for delay.

FOURTH. Because the judgment of the supreme court of Louisiana may be sustained on several propositions of law, of which that court has exclusive jurisdiction, and of which this court has none.

And that this motion be made returnable on Monday, the seventeenth day of January, 1876.

DURANT & HORNOR,
Att'ys for Defendants in Error.

ARGUMENT.

This suit was brought in a district court of Louisiana upon a promissory note bearing special mortgage and vendor's privilege, and paraphed *ne varietur* by Charles Delery, parish recorder, and identified with the authentic act of even date passed before him. The note and the act are both made parts of the petition; the former is set out in the manuscript, (Record, pages 3 and 4,) and the latter on pp. 42 *et seq.*

The following is a copy of the note, with the writings on its face and its endorsements, as shown by the record, *loc. cit.*:

"$5,000. MONROE, LA., *May* 3, 1867.

"Five years after date I promise to pay to the order of "W. J. Q. Baker, five thousand dollars, for value re- "ceived, with eight per cent. per annum interest from "date, said interest payable annually.

"ELIZA W. WARFIELD.

"Revenue stamp duty of $10 affixed on act of mortgage.

"C. DELERY,
"*Recorder.*

Across the face.

"*Ne Varietur.*" June 3, 1867.

"CHS. DELERY,
"*Recorder.*

"Original act duly stamped, and cancelled by collector "of third district of Louisiana this 3d day of September, "1872.

"F. A. HALL,
"*D'y Recorder.*

On the back.

"W. J. Q. Baker.

"Rec'd, New Orleans, Feb. 3, 1872, from W. J. Q. Ba- "ker, twenty-three hundred and twenty-seven and 93-100 "dollars on the within note.

"J. CHAFFE & BRO.

The ground upon which the plaintiff in error seeks relief from this Hon. Court is thus set forth on page 326:

"That in said suit she claimed the privilege, right, and "immunity of being relieved and exempted from all lia- "bility on the note or obligation sued on under the laws "of the United States requiring such instruments to be "stamped to give them validity at the time the instrument "sued on was executed; and the decision of the supreme "court of the State of Louisiana denied your petitioner her "legal rights under the statutes of the United States on "that subject."

That part of her original answer bearing on this point is on page 10: "She denies that there was any revenue "stamps on the said note when it went into their [plain- "tiffs'] hands. She denies that they had authority to put "stamps on it. She denies that the note is secured by "mortgage or vendor's privilege."

The cost of stamping the authentic act before Delery, recorder, was specially sued for in the petition, (Record, page 3,) and was allowed in the final judgment, (page 187,) affirmed in the supreme court of Louisiana July,

1874; and as to the present plaintiff in error the opinion is expressed in the following terms: "As to the defendant "there appears to be no serious defence." (Rec., p. 301.) "The objection that the note was not stamped, not having "been made when it was received in evidence, cannot now "be considered." (P. 303.) There was an application for a rehearing by Mrs. Warfield, in which the question of stamp was alluded to, (page 305,) but which not only came too late, but was not even argued in her counsel's brief, or noticed by the court.

FIRST. The note sued on did not require any stamp.

"Whenever any bond or *note* shall be secured by a "mortgage, but one stamp shall be required to be placed "on such papers: *Provided*, That the stamp-duty placed "thereon shall be *the highest rate required* for said instru- "ments, or either of them."

Act June 30, 1864, sec. 160, 13 S. L., 294.

Now, the note, though not stamped when admitted in evidence, bore *upon its face* the stamping and cancelling of the original act.

This is conclusive, "and cannot be affected by proof of "facts outside of the instrument itself."

United States *vs.* Isham, 17 Wall., 504.

But this question was not raised in any way by the pleadings, or decided by the court. No allegation was made, either orally or in the pleadings, that the original act was not stamped. Both the note and the authentic act were received in evidence without objection. They really form but one transaction in law. They were both sued upon in the same suit. The objection that the note was not stamped raised no Federal question; for on its face

the question could arise only under the *proviso* to the 160th section, "Was the highest rate required for the said "instrument (*i. e.*, the act of mortgage) placed thereon?" And this question was neither raised nor decided.

The real question would be, not "stamp or no stamp," but whether the stamp on the act is deficient in amount or not. This is no Federal question.

Lewis *vs.* Campau, 3 Wall., 106.

The judgment of both State courts allowed plaintiffs in the original suit $15 for costs of stamping.

SECOND. But admitting the note sued on did require a stamp on the day of the trial in the lower court, *a. g.*, the record of the suit has been since amended under the enabling act of June 24, 1874. (18 S. L., 250.) The record brought into this court by the writ of error now shows the note sued upon "as valid to all intents and purposes as if "stamped when made, signed, or issued." Under this act the original note, with leave of the lower court, has been brought up here and carefully stamped in the presence of the clerk, with all the legal formalities of the quoted statute.

THIRD. Besides, no question concerning the stamp connected with this act of mortgage and the note identified therewith is now within your Honors' appellate jurisdiction.

(*a.*) Because all taxes by stamps on mortgages and notes are, by section 36, act of June 6, 1872, repealed.

17 S. L., 256.

This repeal of the statute and all its amendments

silently and effectually withdrew from your honors all judicial power over these particular taxes by stamps.

Just such a case as this was in the mind of this court when deciding—

Insurance Co. *vs.* Ritchie, 5 Wall., 542.

It is there said, *obiter:* "The right to remove causes "from State into National courts had been long before "given by the judiciary act, but it was limited to certain "classes of cases, *which did not include those arising un-* "*der the laws for the collection of duties.*" On page 543 and on page 544: "When the jurisdiction of a cause de- "pends upon a statute, the repeal of the statute takes away "jurisdiction." These principles control this case.

See also Millingar *vs.* Hartupee, 6 Wall., 262.

(*b.*) Whether the question be one of evidence or of pleading, or of both, plaintiff in error cannot take advantage of it, because she was the drawer of the note, and bound to affix the stamps. An *accidental* omission of the legal formality would not give your Honors jurisdiction; *a fortiori* a *fraudulent* omission. The pleadings nowhere show any such question. Neither the validity of the statute nor its construction was legally drawn in question, nor is it a fair inference that the judgment of the State court was actually *against* the defendant on the question of the stamp, as required by R. S. 709.

Campbell *vs.* Wilcox, 10 Wall., 422.
Udell *vs.* Davidson, 7 Howard, 769.
The *Victory*, 6 Wall., 382.

FOURTH. No Federal question is raised or decided in the case which your Honors can reverse or affirm. The nul-

lity of the obligation claimed by the plaintiff in error is relative only, and can be invoked solely by the United States.

Jones' appeal, 62 Penna., 328.

We pray your Honors to dismiss for want of jurisdiction.

Respectfully submitted.

DURANT & HORNOR.

WASHINGTON, D. C.; *December* 22, 1875.

In the Supreme Court of the United States.

October Term, 1875.

No. 851.

ELIZA W. WARFIELD, Plaintiff in Error,

vs.

JOHN and CHARLES CHAFFE.

In order to dispense with a writ of certiorari in the above entitled case, and to perfect the record in the same, it is agreed and admitted that the application of the plaintiff in error for a re-hearing in the Supreme Court of Louisiana, in the words following:

"In the Supreme Court of Louisiana, at Monroe.

JOHN AND CHARLES CHAFFE
vs.
MRS. ELIZA W. WARFIELD.

The Defendant, E. W. Warfield, respectfully prays the Court to grant a re-hearing in this case, for the reason that your honors did not, in your opinion, pass upon all the defences, and especially those which set up that the note sued on was not stamped when delivered to plaintiff, and that the note was not secured by mortgage. These defences were urged in the Court *a qua*. Defendant appealed, and yet her defences were not considered. She

respectfully calls the attention of the Court to her answer, and urges that the judgment against her is contrary to the revenue laws of Congress and the jurisprudence of this State. Wherefore *he* she asks for a re-hearing and general relief,—R. G. Cobb, atty. "p. 119, of printed record;" was, by the Supreme Court of Louisiana, at the July term, 1875, at Monroe, passed upon, and the above application overruled.

W. J. Q. BAKER,
Attorney for Plaintiff in Error."

I admit the above to be correct. Jan'y 31, 1867.

THOMAS J. DURANT,
Of Counsel.

Tabor Clerk Judge Davis
Ll 4.

In the Supreme Court of the United States.

October Term, 1875.

No. 851.

ELIZA W. WARFIELD, Plaintiff in Error,

vs.

JOHN and CHARLES CHAFFE.

ANSWER TO MOTION TO DISMISS.

W. J. Q. BAKER,
Attorney for Plaintiff in Error.

W. H. MOORE, PRINT. NO. 511 ELEVENTH ST.

In the Supreme Court of the United States.

OCTOBER TERM, 1875.

No. 851.

ELIZA W. WARFIELD, *Plaintiff in Error*,

vs.

JOHN AND CHARLES CHAFFE.

Answer to Motion to Dismiss.

We understand the motion to dismiss to be based on the propositions, *first*, that the case presents no questions of Federal jurisdiction as embraced in section 709 of the United States Revised Statutes; and *second*, if it did, it was properly decided by the Supreme Court of Louisiana. It is submitted that to decide these questions it is necessary to examine the whole record and pleadings of the District and Supreme Court of Louisiana; in such case, the motion to dismiss will not be granted, but the question of jurisdiction will be heard on the final argument on the merits. Phillips' Practice, p. 168; Semple *vs.* Hagar, 4 Wall, 431.

In the motion the instrument sued on by the Chaff's is copied, and just underneath the words "Revenue Stamp duty of $10 affixed on act. of mortgage. C. Delery, Recorder," are found. It is submitted to the Court that this quotation is not to be found in the record at pages 3 and 4, as cited in the motion, nor anywhere else in the record. These words were not offered in evidence on the trial in the District Court of Louisiana. The note of evidence is "Offers note sued on dated 3d May, 1867, and endorsements thereon, (see ante, p. 4,") printed record, p. 14; immediately following is the note, but not the words quoted, transcript, p. 47. The original note brought here since

the appeal was filed in this Court, and on deposit with the Clerk, was a printed form, for a note secured by mortgage, in the left hand corner underneath, is a space in which the words "Revenue Stamp duty of———, affixed on act of mortgage." This blank is filled ($10,) and at the end the signature C. Delery, without "Recorder" is found, that part of the note never was offered in evidence. It was not a fact that stamps of $10 was placed on the act, which is apparent by inspection of what is termed "Act of Mortgage." The note of evidence, in regard to this act, is as follows:

Offers: Notarial act between W. J. Q. Baker, R. C. Strother, Eliza L. Strother and E. W. Warfield, marked "A," printed record, p. 13, transcript 42; immediately following the note of evidence, the act is copied headed with the words and figures ("5 cents rev. stamps, June 3, '67,") p. 13.

No where in the pleadings in either the District or Supreme Courts of Louisiana was it claimed that the original act was stamped by Recorder Delery, other than the 5 cts. stamp just quoted.

The want of stamps on the instrument sued is made manifest by the facts, that in September, 1872, after the maturity of the obligation sued on the parties did have the act stamped by the collector of the 3d district of Louisiana. (Printed transcript, p. 14.) No stamps were ever placed on the instrument sued on until since the record of appeal was brought up and filed in this Court, to wit, on the 18th December, 1875; which fact is alluded to under the second head in the argument of defendants in error on the motion to dismiss. Whether the act claimed to be a mortgage was in reality a mortgage or only a simple agreement, requiring only a five cent. stamp, is a matter that appertains to the merits. Whether placing stamps on a *simple agreement*, more than five years after the date of the agreement, and more than five years after the date of the *note*, and after the maturity of the note, is a compli-

ance with the statute in regard to stamps on *notes*, is another question going to the merits. Whether obtaining leave of the district judge in Louisiana to withdraw from the records of his Court this agreement, that had been used as an instrument of evidence in his Court on the trial of this case before him more than two years after he had signed his judgment, (judgment 20th March, 1874, printed record, pp. 60 and 61,) and brought into this Court after the filing of the transcript of appeal, (vide note in hands of clerk of this court, stamped 18th Dec., 1875,) and here stamped, will authorize this Court to affirm the judgment of the Courts *a qua*, is another question on the merits, And whether an unstamped obligation, after having been used in a Court as an instrument of evidence, can be withdrawn and stamped so as to give it vitality, or whether after it has been thus used it becomes merged in the judgment, and has exhausted itself, are questions that can only be decided on the merits. Besides, the decision of the question compels the Court to go outside of the record and examine matters *dehors* the record, to wit, the original note, brought up and stamped since the transcript of appeal was filed in this Court, which will not be done on a motion to dismiss,—Phillip's Practice, p. 169; Hudgins vs. Kemp, 18 Howard, 530. These question can only be eliminated after a careful examination of this volumnious record, and passing on the merits.

We will proceed to examine the authorities cited in support of the motion; before doing which, we will state what the pleadings were in the Court below.

The answer of Mrs. Warfield to the suit of John Chaffe & Brother, in the District Court of Louisiana, is as follows:

"The defendant in this case, in answer to plaintiff's demand, denies all the allegations in plaintiff's petition contained, and will require strict and legal proof of the same. She denies that the plaintiffs own the note sued on, or that it came into their hands before maturity, for a val-

uable consideration, without notice. She denies that there were any revenue stamps on said note when it went into their hands.

She denies that they had authority to put stamps on it.

She denies that the note is secured by mortgage or vendors privilege.

She avers that she has always been informed by the payee that the note was found in the hands of the plaintiff in its condition without stamps, as collateral, and not to be the property of plaintiff. That she is informed and has had notice that the debt, to secure which her note with others, was deposited with plaintiff in its incomplete state, was never ascertained and is extinguished, &c." * * Pp. 3 & 4, Printed Record. Thus it is seen that in the inception of the suit in Louisiana, the question of stamps and the incomplete state of the note, and the question of mortgage, were distinctly made and pleaded. But the Supreme Court of Louisiana passed over all her defences in this respect, with the remark that "As to the defendant, there appears to be no serious defence." Vide Opinion Printed Record, p, 118.

Upon the reading of the this opinion she applied for a re-hearing, as follows:

"IN THE SUPREME COURT OF LOUISIANA.

JOHN CHAFFE AND CHARLES CHAFFE,
vs.
MRS. ELIZA W. WARFIELD.

Defendant, Eliza W. Warfield, respectfully prays the Court to grant her a re-hearing in this case, for the reason that your honors did not in your opinion pass upon all the defences, and especially those which set up that the note sued on was not stamped when delivered to plaintiffs, and that the note was not secured by mortgage. These defences were urged in the Court, *a qua*. Defendant appealed, and yet her defences were not considered. She

respectfully calls the attention of the Court to her answer, and urges that the judgment against her is contrary to the revenue laws of Congress, and the jurisprudence of this State. Wherefore, she asks for a re-hearing and general relief. Printed Record, p. 119.

Now, it is urged in the motion to dismiss, that the note sued on did not require any stamp. That is a question of law on the merits. The reason assigned is: "whenever any bond or note shall be secured by mortgage, but one stamp shall be required to be placed on such papers: Provided, that the stamp duly placed thereon, shall be the highest rate required for such instruments, or either of them, here we have a question of fact—Recorder Delery only placed a five cent stamp on the *agreement* or *act*, none on the *notes*; there were two notes of five thousand dollars each—five cents were not stamps sufficient. Whether as before remarked, the placing of ten dollars of stamps on the *act*, by the Collector of the 3d District, in 1872, covers the necessary stamps to notes made in 1867, involves a mixed question of law and fact: that is whether stamping, at a long period after its date, a simple *agreement* by C. H. Morrison, who is not shown to have any interest in the notes, that has been put on record, operates to stamp *notes* merely alluded to in the agreement, as the consideration thereof, especially after the *notes* have passed maturity, and in the hand of third parties. It also involves the legal question whether or not the agreement contained a mortgage, and whether the subject of the agreement was under the laws of Louisiana, susceptible of being mortgaged.

It is also urged that the question of stamp or no stamp is not a Federal question, and Lewis vs. Campan, 3 Wall., 106, is relied on. The question in that case was the *sufficiency* of stamps, and that depended upon the *value* of the land conveyed. The question of fact, to wit: the value of the land was determined by the Supreme Court of Michigan. Motion was made to dismiss the case for want of jurisdiction. Mr. Chief Justice Chase said, "neither the

validity of the Statute nor its construction was in any way drawn in question. The only question the Court had to pass upon, and this only incidentally as affecting the admisibility of evidence, was to the value of the land. This is not a question which can be brought into this Court under the 25th Section of the Judiciary Act.—Suit dismissed." But here we have the note $5,000, the quantity of stamps for it is fixed by Statute.

It is again urged that no question concerning stamps on the note or act of mortgage is now within the jurisdiction of this Court; because all taxes by stamps on mortgages and notes, are, by section 36, Act June 6, 1872, repealed—and Insurance Co. vs. Ritchie, 5 Wall, 542, is cited—that was a suit between citizens of the same State; the question was, had the Court jurisdiction. After reciting the acts of 1833 and 1864, which gave jurisdiction in revenue cases, the Court says the act of 1866 took away the jurisdiction and the case fell; the Court in the course of the decision remark *arguendo*, that "when the jurisdiction of a cause depends upon a statute, the repeal of the statute takes away the jurisdiction." Hence it is argued that because the act of June 6, 1872, repealed the law requiring stamps on mortgages and notes, therefore the Court is without jurisdiction to inquire whether mortgages and notes executed and made before that date were stamped or not, *non sequiter*.

Congress for the purpose of raising a revenue for the support of Government, saw fit to require that all mortgages and notes thereafter executed and made, should be stamped according to their amount—without stamps they were *null* and *void*, and Courts were prohibited from receiving them in evidence; in respect to stamps, the law made a new rule of evidence as binding as the first rule, to-wit, that the best evidence shall be produced; the law was also prohibitory. All Courts, State and national, were prohibited from receiving them as instruments of evidence without the proper amount of stamps; and all

mortgages and notes executed or made during the existence of that law, to be valid and admissible in evidence, must have been properly stamped, and whenever offered as an instrument of evidence, their invalitity for want of stamps under the law in existence at the time they were made, could be successfully pleaded. To remedy such cases, the enabling act of 1874, was passed. (18 S. L. 250.)

It is also urged that it is not "a fair inference that the judgment of the State Court was actually *against* the defendant on the question of stamps as required by R. S., 709." (Motion p. 6.)

In order to avoid the necessity of a writ of *certiorari* and to complete the record in this case, the counsel for the plaintiff in error and those of the defendants in error, have made and signed a written agreement on file with the clerk of this Court, in which it is admitted that the application for a rehearing made to the Supreme Court of Louisiana by the plaintiff in error, referred to in the previous part of this answer, was by the Supreme Court of Louisiana, at its July term, 1875, at Monroe, *passed upon and overruled.* By reference to that application it will be seen that the question of *stamps* and mortgage was distinctly raised. (Printed Record, p. 119.)

The admission, and a reference to the application of the plaintiff to the petition of Chaffe and Brother, in the District Court of Louisiana, and to the application by her for a rehearing, shows that the plea of want of stamps was distinctly urged by plaintiff in error, and therefore the cases cited in 10 Wall., 422; 7 Howard, 769; 6 Wall., 382, and other cases, have no application and need not be reviewed.

We pray your Honors to overrule the motion to dismiss.

W. J. Q. BAKER,
Att'y for Pl'ff in Error.